AMERICAN FIRE AND CASUALTY COMPANY v. UNFORGETTABLE COATINGS INC. et al.

Case No. 2:21-cv-01555-JCM-NJK

COMPLAINT FOR DECLARATORY JUDGMENT (ECF No. 1)

EXHIBIT 3

AFCC INSURANCE POLICY TO UNFORGETTABLE POLICY NO. BKA 56502233 FOR THE POLICY PERIODS OF FEBRUARY 1, 2015 – FEBRUARY 1, 2016

AMERICAN FIRE AND CASUALTY COMPANY v. UNFORGETTABLE COATINGS INC. et al.

Case No. 2:21-cv-01555-JCM-NJK

Policy Change Endorsement

(16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

Endorsement Period: From 11/25/2015 to 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Named Insured & Mailing Address

UNFORGETTABLE COATINGS INC 8906 Spanish Ridge Ave Ste 100 Attn Todd Newman Las Vegas, NV 89148

(801) 937-6700 THE BUCKNER COMPANY 6550 S MILLROCK DR STE 300 SALT LAKE CTY, UT 84121-2331

Agent Mailing Address & Phone No.

CHANGES TO POLICY - TRANSACTION # 18

This Policy Change Endorsement Results In A Change In The Charges As Follows:

No Change in Premium

Description of Change(s)

Insured's Name

ADDED GREEN COAT LLC TO NAMED INSURED

See The Revised Declarations and Declarations Schedule

Servicing Office and Issue Date

Denver Regional Office 02/02/16

Authorized Representative

To report a claim, call your Agent or 1-800-362-0000

DS 70 27 01 08 02/02/16 56502233

N0092346

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LCAOPPNO

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Policy Change Endorsement

BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

Endorsement Period: From 11/25/2015 to 02/01/2016 12:01 am Standard Time

at Insured Mailing Location

Named Insured	Agent
UNFORGETTABLE COATINGS INC	(801) 937-6700 THE BUCKNER COMPANY

OTHER NAMED INSUREDS

HOLDEN CONSTRUCTION LLC

GREEN COAT LLC

SUMMARY OF LOCATIONS

0001 3977 W Oquendo Rd Ste G, Las Vegas, NV 89118-3049

0002 770 E Main St Ste 109, Lehi, UT 84043-2293

0003 8490 S POWER RD 105-185, GILBERT, AZ 85297

0007 2855 W 4610 S 210, SALT LAKE CITY, UT 84119

POLICY FORMS AND ENDORSEMENTS

This section lists the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE
CG 00 01 04 13	Commercial General Liability Coverage Form - Occurrence
CG 01 86 12 04	Utah Changes
CG 03 00 01 96	Deductible Liability Insurance
CG 21 06 05 14	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And
	Data-Related Liability - With Limited Bodily Injury Exception
CG 21 47 12 07	Employment-Related Practices Exclusion
CG 21 65 12 04	Total Pollution Exclusion with a Building Heating, Cooling and Dehumidifying
	Equipment Exception and a Hostile Fire Exception
CG 21 67 12 04	Fungi or Bacteria Exclusion

Servicing Office Denver Regional Office and Issue Date 02/02/16 Authorized Representative

To report a claim, call your Agent or 1-800-362-0000

DS 70 27 01 08 02/02/16

Policy Change Endorsement

BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

Endorsement Period:

From 11/25/2015 to 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

POLICY FORMS AND ENDORSEMENTS - CONTINUED

This section lists the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE
CG 21 70 01 15	Cap on Losses from Certified Acts of Terrorism
CG 21 76 01 15	Exclusion of Punitive Damages Related to a Certified Act of Terrorism
CG 21 86 12 04	Exclusion - Exterior Insulation and Finish Systems
CG 21 96 03 05	Silica or Silica-Related Dust Exclusion
CG 22 79 04 13	Exclusion - Contractors - Professional Liability
CG 24 26 04 13	Amendment of Insured Contract Definition
CG 80 08 10 09	Employee Benefits Liability Coverage Form
CG 84 94 12 08	Exclusion - Consolidated Insurance Programs Wrap-Up
CG 84 99 01 12	Non-Cumulation Of Liability Limits Same Occurrence
CG 84 99 08 09	Non-Cumulation Liability Limits Same Occurrence
CG 88 10 04 13	Commercial General Liability Extension
CG 88 70 12 08	Construction Project(s)-General Aggregate Limit (Per Project)
CG 88 76 12 08	Exclusion - Earth Movement - Products/Completed Operations Hazard
CG 88 77 12 08	Medical Expense At Your Request Endorsement
CG 88 86 12 08	Exclusion - Asbestos Liability
CG 88 87 12 08	Exclusion - Lead Liability
CL 01 00 03 99	Common Policy Conditions
CL 01 76 01 05	Amendatory Endorsement - Nevada
CL 06 00 01 15	Certified Terrorism Loss
CL 07 00 10 06	Virus or Bacteria Exclusion
CP 00 10 04 02	Building and Personal Property Coverage Form
CP 00 30 04 02	Business Income (and Extra Expense) Coverage Form
CP 00 90 07 88	Commercial Property Conditions
CP 01 27 03 96	Utah Changes

Servicing Office and Issue Date

Denver Regional Office 02/02/16

Authorized Representative

To report a claim, call your Agent or 1-800-362-0000

DS 70 27 01 08 02/02/16 56502233

N0092346

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Policy Change Endorsement

BKA (16) 56 50 22 33

Policy Period: From 02/01/2015 To 02/01/2016

Endorsement Period:

From 11/25/2015 to 02/01/2016 12:01 am Standard Time at Insured Mailing Location

Named Insured Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

POLICY FORMS AND ENDORSEMENTS - CONTINUED

This section lists the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE
CP 01 40 07 06	Exclusion of Loss Due to Virus or Bacteria
CP 10 30 04 02	Causes of Loss - Special Form
CP 10 32 08 08	Water Exclusion Endorsement
CP 72 97 04 02	Equipment Breakdown Enhancement Endorsement - Special Form
CP 88 04 03 10	Removal Permit
CP 88 10 07 10	Property Extension Plus
IL 00 17 11 98	Common Policy Conditions
IL 00 21 09 08	Nuclear Energy Liability Exclusion Endorsement (Broad Form)
IL 01 10 09 07	Nevada Changes - Concealment, Misrepresentation or Fraud
IL 01 15 01 10	Nevada Changes - Domestic Partnership
IL 02 51 09 07	Nevada Changes - Cancellation and Nonrenewal
IL 02 58 12 14	Arizona Changes - Cancellation and Non-Renewal
IL 02 66 09 08	Utah Changes - Cancellation and Non-Renewal
IL 09 35 07 02	Exclusion of Certain Computer-Related Losses
IL 09 52 01 15	Cap On Losses From Certified Acts Of Terrorism
IL 88 36 01 15	Cap On Losses From Certified Acts Of Terrorism
IL 88 38 01 15	Exclusion of Punitive Damages Related to a Certified Act of Terrorism
IM 20 57 04 04	Amendatory Endorsement - Nevada
IM 70 03 04 04	Contractors' Equipment Coverage - Small Tools
IM 71 00 06 04	Installation Floater Coverage

Servicing Office and Issue Date

Denver Regional Office

02/02/16

Authorized Representative

To report a claim, call your Agent or 1-800-362-0000

DS 70 27 01 08 02/02/16 56502233

N0092346

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(16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial **Property Declarations** -Revised

Named Insured

UNFORGETTABLE COATINGS INC

INSURANCE

Agent

(801) 937-6700

THE BUCKNER COMPANY

SUMMARY OF CHARGES

Explanation of Charges

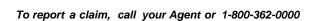
DESCRIPTION PREMIUM

Property Schedule Totals

Certified Acts of Terrorism Coverage

Total Advance Charges:

Note: This is not a bill



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N0092346

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PAGE

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Commercial

Declarations

American Fire and Casualty Company

Property

BKA (16) 56 50 22 3

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Named Insured

Agent

Schedule -Revised

UNFORGETTABLE COATINGS INC

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF PROPERTY COVERAGES - BY LOCATION

Insurance at the described premises applies only for coverages for which a limit of insurance is shown. Optional coverages apply only when entries are made in this schedule.

0001 3977 W Oquendo Rd Ste G, Las Vegas, NV 89118-3049

Characteristics

Description:

Construction: Masonry Non-Combustible

Your Business Personal Property Coverage

Occupancy: Painting - Exterior - Buildings or Structures - Three

Stories or Less in Height - Office

Description

Limit of Insurance - Replacement Cost \$20,000

Coinsurance 80%

Covered Causes of Loss

Special Form - Including Theft

Deductible - All Covered Causes of Loss Unless Otherwise Stated \$500

Premium

Equipment Breakdown Coverage

This Equipment Breakdown insurance applies to the coverages shown for this location. The Equipment Breakdown limit(s) of insurance and deductible are included in, and not in addition to, the limits and deductible shown for the Building, Your Business Personal Property, Your Business Personal Property of Others, Tenants Improvements and Betterments, Business Income and Extra Expense, Business Income Without Extra Expense, and Extra Expense coverages.

Premium

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To report a claim, call your Agent or 1-800-362-0000

26

56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial **Property**

Declarations Schedule -Revised

Named Insured

(801) 937-6700

THE BUCKNER COMPANY

SUMMARY OF PROPERTY COVERAGES - BY LOCATION

0002 770 E Main St Ste 109, Lehi, UT 84043-2293

Property

Characteristics

Description:

Construction: Non-Combustible

Your Business Personal Property Coverage

Occupancy: Painting - Exterior - Buildings or Structures - Three

Stories or Less in Height - Office

Description

Limit of Insurance - Replacement Cost \$5,300 Coinsurance 80%

Special Form - Including Theft

Covered Causes of Loss

Deductible - All Covered Causes of Loss Unless Otherwise Stated \$500

Premium

Business Income and Extra Expense Coverage

Description

Limit of Insurance - Including Rental Value \$250,000 80%

Coinsurance

Covered Causes of Loss

Special Form - Including Theft

Premium

Coverage

Equipment **Breakdown**

To report a claim, call your Agent or 1-800-362-0000

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UNFORGETTABLE COATINGS INC

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American Fire and Casualty Company

BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial Property

Declarations Schedule -Revised

Named Insured

Agent

UNFORGETTABLE COATINGS INC

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF PROPERTY COVERAGES - BY LOCATION

This Equipment Breakdown insurance applies to the coverages shown for this location. The Equipment Breakdown limit(s) of insurance and deductible are included in, and not in addition to, the limits and deductible shown for the Building, Your Business Personal Property, Your Business Personal Property of Others, Tenants Improvements and Betterments, Business Income and Extra Expense, Business Income Without Extra Expense, and Extra Expense coverages.

Premium



SUMMARY OF OTHER PROPERTY COVERAGES

Property	Description		
Extension	Property Extension Plus	\$500.00	
Endorsement		Premium	
Commercial Pro	perty Schedule Total:		\$1,090.00

To report a claim, call your Agent or 1-800-362-0000

BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial Inland Marine Declarations -Revised

Named Insured

UNFORGETTABLE COATINGS INC

INSURANCE

Agent

(801) 937-6700

THE BUCKNER COMPANY

SUMMARY OF CHARGES

Explanation of Charges

DESCRIPTION

PREMIUM

Commercial Inland Marine Schedule Totals

Certified Acts of Terrorism Coverage

Total Advance Charges:

Note: This is not a bill

000716

To report a claim, call your Agent or 1-800-362-0000

Named Insured

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American Fire and Casualty Company

BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial Inland Marine Declarations Schedule -Revised

UNFORGETTABLE COATINGS INC

(801) 937-6700 THE BUCKNER COMPANY

Limit

10,000

INSTALLATION FLOATER COVERAGE

Agent

PROPERTY COVERED

(X) Blanket Coverage

Jobsite Limit -- The most "we" pay for

loss to any one "jobsite" is:

	mit The most "we" pay for e occurrence is:	\$10,000	
() Scheduled I	ocations Coverage		
Loc.			
No.	Location	Limit	
		\$	
-	mit The most "we" pay for e occurrence is:	\$	
COVERAGE EXT	TENSIONS		
Additional Debri	s Removal Expenses	\$5,000	
Emergency Remo	oval	<u>10</u> days	
Limited Fungus	Coverage	\$15,000	
SUPPLEMENTA	L COVERAGES		
Contract Penalty		\$5,000	
Pollutant Cleanuj	and Removal	\$10,000	
Sewer Backup Co	overage	\$5,000	
Storage Location	S	\$5,000	
Testing		\$5,000	
Transit		\$5,000	

To report a claim, call your Agent or 1-800-362-0000

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(16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial Inland Marine Declarations Schedule -Revised

Named Insured

UNFORGETTABLE COATINGS INC

INSURANCE

Agent

(801) 937-6700 THE BUCKNER COMPANY



SUPPLEMENTAL COVERAGES (cont)		
Earthquake Coverage		
Earthquake Limit The most "we" pay for loss to any one building or structure is:	\$	
Earthquake Catastrophe Limit The most "we" pay for loss in any one occurrence is:	\$	
Flood Coverage		
Flood Limit The most "we" pay for loss to any one building or structure is:	\$	_
Flood Catastrophe Limit The most "we" pay for loss in any one occurrence is:	\$	
DEDUCTIBLE		
Deductible Amount	\$50	0
	Deductible Amoun	t
() Earthquake Coverage	\$	_
() Flood Coverage	\$	_
() Sewer Backup Coverage	\$	_
COINSURANCE		
() Not Applicable		
() 80% () 90% (X) 100%	() Other%	

To report a claim, call your Agent or 1-800-362-0000

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IM 7008 01 12

BKA (16) 56 50 22 33

SCHEDULE OF COVERAGES CONTRACTORS' EQUIPMENT SMALL TOOLS FLOATER

(The entries required to complete this schedule will be shown below or on the "schedule of coverages".)

		"Lir	nit"
Your Tools Limit The most "we" pa for loss to any one "tool" "you" own	•	\$	2,500
Check if applicable:			
[] Employee Tool Limit The most pay for loss to any one employee		\$	
[x] Leased/Rented Tool Limit The reward we" pay for loss to any one "too lease or rent is:		\$	2,500
Catastrophe Limit The most "we" p to all tools in any one occurrence is:	pay for loss	\$	70,000
VALUATION Actual Cash Value			
DEDUCTIBLE			
Deductible Amount	\$	1,000	

ADDITIONAL INFORMATION

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial **General Liability Declarations** -Revised

Basis: Occurrence



UNFORGETTABLE COATINGS INC

Agent

(801) 937-6700

THE BUCKNER COMPANY



Commercial General Liability **Limits of** Insurance

DESCRIPTION	LIMIT
Each Occurrence Limit	1,000,000
Damage To Premises Rented To You Limit (Any One Premises)	300,000
Medical Expense Limit (Any One Person)	15,000
Personal and Advertising Injury Limit	1,000,000
General Aggregate Limit (Other than Products - Completed Operations)	2,000,000
Products - Completed Operations Aggregate Limit	2,000,000

Explanation of Charges

DESCRIPTION General Liability Schedule Totals Certified Acts of Terrorism Coverage

Total Advance Charges:

Note: This is not a bill

PREMIUM



To report a claim, call your Agent or 1-800-362-0000

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BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Schedule -Revised **Declarations**

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION

0003 8490 S POWERRD 105-185, GILBERT, AZ 85297

Insured: UNFORGETTABLE COATINGS INC

CLASSIFICATION - 98305

Painting - Interior - Buildings Or Structures

PREMIUM BASED ON - Executive Officers	RATED / PER 1,000	PREMIUM
Dollars Of Payroll - if any	6.995	
Total:		
	4.300	
Total:		
	Dollars Of Payroll - if any Total:	PREMIUM BASED ON - Executive Officers 1,000 Dollars Of Payroll - if any 6.995 Total: 4.300

CLASSIFICATION - 98305

Painting - Interior - Buildings Or Structures

COVERAGE DESCRIPTION	F Premium Based ON - Employees Payroll	RATED / PER 1,000	PREMIUM
- COVERNAL DECORN FION	THE MICHIGAN DAOLD ON Employees Taylon	1,000	1 IILIVIIOIVI
Premise/Operations	Dollars Of Payroll - if any	6.995	
	Total:		
D 1 1/2 1 1 2 1		4.200	
Products/Completed Operations		4.300	

Total:

To report a claim, call your Agent or 1-800-362-0000

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Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Schedule -Revised **Declarations**

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION

CLASSIFICATION - 91581

Contractors - Subcontracted Work - In Connection With Construction, Reconstruction, Erection or Repair -Not Buildings

COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Total Cost - if any	4.926	
	To	otal:	
Products/Completed Operations		3.731	
	Te	otal:	

CLASSIFICATION - 91585

Contractors - Subcontracted Work - In Connection With Construction, Reconstruction, Repair or Erection Of **Buildings NOC**

COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Total Cost - if any	3.081	
	To	otal:	
Products/Completed Operations		1.730	
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Total:





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BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Schedule -Revised **Declarations**

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

CLASSIFICATION - 98304

Painting - Exterior - Buildings Or Structures - Three

Painting - Exterior - Buildings Or Structures - Three

Stories Or Less In Height NOC

COVERAGE DESCRIPTION	PREMIUM BASED ON - Executive Officers	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Payroll - if any	12.935	
	Total:		
Products/Completed Operations		6.504	
	Total:		
CLASSIFICATION - 98304			

Stories Or Less In Height NOC				
			RATED / PER	BB-14444
COVERAGE DESCRIPTION	PREMIUM BASED ON -	Employees Payroll	1,000	PREMIUM

		,	
Premise/Operations	24,000 Dollars Of Payroll	12.935	
	Total:		
Products/Completed Operations		6.504	
	Total:		

To report a claim, call your Agent or 1-800-362-0000

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BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Schedule -Revised **Declarations**

Named Insured

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700

Agent

THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

0001 3977 W Oquendo Rd Ste G, Las Vegas, NV 89118-3049

Insured: UNFORGETTABLE COATINGS INC

CLASSIFICATION - 98304

Painting - Exterior - Buildings Or Structures - Three

Stories Or Less In Height NOC

COVERAGE DESCRIPTION	PREMIUM BASED ON - Executive Officers	RATED / PER 1,000	PREMIUM
Premise/Operations	29,300 Dollars Of Payroll	17.710	
	Total:		
Products/Completed Operations		8.770	
	Total:		

CLASSIFICATION - 98304

Painting - Exterior - Buildings Or Structures - Three

Stories Or Less In Height NOC

COVERAGE DESCRIPTION	PREMIUM BASED ON - Employees Payroll	RATED / PER 1,000	PREMIUM
Premise/Operations	970,700 Dollars Of Payroll	17.710	
	Total:		
Products/Completed Operations		8.770	
	Total:		

To report a claim, call your Agent or 1-800-362-0000

02/02/16

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N0092346

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Commercial General Liability Schedule -Revised **Declarations**

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

CLASSIFICATION - 91581

Contractors - Subcontracted Work - In Connection With Construction, Reconstruction, Erection or Repair -Not Buildings

COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Total Cost - if any	4.680	
	To	otal:	
Products/Completed Operations		3.544	
	Ta	otal:	

CLASSIFICATION - 91585

Contractors - Subcontracted Work - In Connection With Construction, Reconstruction, Repair or Erection Of **Buildings NOC**

COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Total Cost - if any	2.927	
	To	otal:	
Products/Completed Operations		1.643	
	m	. 1	

Total:

To report a claim, call your Agent or 1-800-362-0000

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BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016 12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Schedule -Revised **Declarations**

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

CLASSIFICATION - 98305

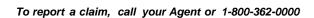
Painting - Interior - Buildings Or Structures

COVERAGE DESCRIPTION	PREMIUM BASED ON - Executive Officers	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Payroll - if any	9.817	
	Total:		
Products/Completed Operations		5.919	
	Total:		
CLASSIFICATION - 98305			

Painting - Interior - Buildings Or Structures

COVERAGE DESCRIPTION	PREMIUM BASED ON - Employees Payroll	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Payroll - if any	9.817	
	Total:		
Products/Completed Operations		5.919	

Total:



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BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Schedule -Revised **Declarations**

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

0002 770 E Main St Ste 109, Lehi, UT 84043-2293

Insured: UNFORGETTABLE COATINGS INC

CLASSIFICATION - 98305

Painting - Interior - Buildings Or Structures

COVERAGE DESCRIPTION	PREMIUM BASED ON - Executive Officers	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Payroll - if any	7.446	
	Total:		
Products/Completed Operations		3.482	
	Total:		

CLASSIFICATION - 98305

Painting - Interior - Buildings Or Structures

COVERAGE DESCRIPTION	PREMIUM BASED ON - Employees Payroll	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Payroll - if any	7.446	
	Total:		
Products/Completed Operations		3.482	

Total:

To report a claim, call your Agent or 1-800-362-0000

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BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Schedule -Revised **Declarations**

Named Insured

UNFORGETTABLE COATINGS INC

INSURANCE

Agent

(801) 937-6700

THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

CLASSIFICATION - 98304

Painting - Exterior - Buildings Or Structures - Three

Stories Or Less In Height NOC

COVERAGE DESCRIPTION	PREMIUM BASED ON - Executive Officers	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Payroll - if any	12.411	
	Total:		
Products/Completed Operations		6.567	
	Total:		

Painting - Exterior - Buildings Or Structures - Three

Stories Or Less In Height NOC

PREMIUM BASED ON - Employees Payroll	RATED / PER 1,000	PREMIUM
500,000 Dollars Of Payroll	12.411	
Total:		
	6.567	
Total:		
	500,000 Dollars Of Payroll Total:	PREMIUM BASED ON - Employees Payroll 1,000 500,000 Dollars Of Payroll 12.411 Total: 6.567

To report a claim, call your Agent or 1-800-362-0000

02/02/16 56502233 260



(16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Schedule -Revised **Declarations**

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

0001 3977 W Oquendo Rd Ste G, Las Vegas, NV 89118-3049

Insured: UNFORGETTABLE COATINGS INC

CLASSIFICATION - 98303

Painting - Exterior - Buildings Or Structures - Exceeding

Three Stories In Height NOC

COVERAGE DESCRIPTION	PREMIUM BASED ON - Executive Officers	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Payroll - if any	63.685	
	Total:		
Products/Completed Operations		38.177	
	Total:		
CLASSIFICATION - 98303			

Painting - Exterior - Buildings Or Structures - Exceeding

Three Stories In Height NOC

COVERAGE DESCRIPTION	PREMIUM BASED ON -	Employees Payroll	RATED / PER 1,000	PREMIUM
Premise/Operations	60,000 Dollars Of Pay	roll	63.685	
		Total:		
Products/Completed Operations			38.177	
		Total:		

To report a claim, call your Agent or 1-800-362-0000

LCAOPPN0 000716 PAGE 22 OF 02/02/16 56502233 N0092346 **INSURED COPY** 260

56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Schedule -Revised **Declarations**

Named Insured

UNFORGETTABLE COATINGS INC

(801) 937-6700

Agent

THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

0007 2855 W 4610 S 210, SALTLAKECITY, UT 84119

Insured: UNFORGETTABLE COATINGS INC

CLASSIFICATION - 63010

Dwellings - One-Family - (Lessor's Risk Only)

Products-Completed Operations Are Subject To The General

Aggregate Limit.

COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER Each	PREMIUM
Premise/Operations	1 Number of Dwellings	56.250	
		Total:	

SUMMARY OF OTHER COVERAGE

COVERAGE DESCRIPTION		PREMIUM
	Construction Project(s) - General Aggregate Limit (Per	
	Project)	

Commercial General Liability Schedule Total

To report a claim, call your Agent or 1-800-362-0000

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BKA (16) 56 50 22 3

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Employee Benefits Liability Declarations -Revised

Basis: Claims Made

This insurance does not apply to any negligent act, error, or omission that occurs before the retroactive date 02/01/2015, if any shown. Read your coverage form carefully.

Named Insured Agent

UNFORGETTABLE COATINGS INC

(801) 937-6700

THE BUCKNER COMPANY

SUMMARY OF LIMITS AND CHARGES

Employees
Benefits
Liability
Limits of
Insurance

DESCRIPTIONLIMITEach Employee Limit1,000,000

Aggregate Limit

This Coverage is subject to a \$1,000. per claim deductible

Explanation of Charges

DESCRIPTION PREMIUM

Employee Benefits

Certified Acts of Terrorism Coverage

Total Advance Charges:

Note: This is not a bill

1,000,000

To report a claim, call your Agent or 1-800-362-0000

Named Insured

American Fire and Casualty Company

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Employee Benefits Liability Declarations Schedule -Revised

UNFORGETTABLE COATINGS INC

(801) 937-6700

Agent

THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - continued

Insured: UNFORGETTABLE COATINGS INC

CLASSIFICATION - 73124

Employee Benefits Liability - Claims Made

		RATED / PER	
COVERAGE DESCRIPTION	PREMIUM BASED ON -	EACH	PREMIUM
Employee Benefits Liability Minimum Premium Adjustment	15 Employee(s)	.367	
		Total:	

Employee Benefits Liability Schedule Total

To report a claim, call your Agent or 1-800-362-0000

LCAOPPN0 INSURED COPY 000716 02/02/16 56502233 N0092346 260 PAGE 26 OF

Policy Change Endorsement

BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

Endorsement Period:

From 11/25/2015 to 02/01/2016 12:01 am Standard Time at Insured Mailing Location

Named Insured & Mailing Address

UNFORGETTABLE COATINGS INC 8906 Spanish Ridge Ave Ste 100 Attn Todd Newman Las Vegas, NV 89148

Agent Mailing Address & Phone No.

(801) 937-6700 THE BUCKNER COMPANY 6550 S MILLROCK DR STE 300 SALT LAKE CTY, UT 84121-2331

CHANGES TO POLICY - TRANSACTION # 17

This Policy Change Endorsement Results In A Change In The Charges As Follows:

Return Premium

DELETED THE FOLLOWING LOCATIONS: 2860 WEST 4570

SOUTH #289,#293 & #294 WEST VALLEY, UT 84119

See The Revised Declarations and Declarations Schedule

Servicing Office and Issue Date

Denver Regional Office 12/03/15

Authorized Representative

To report a claim, call your Agent or 1-800-362-0000

DS 70 27 01 08 12/03/15 56502233

N0092346

260

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PAGE 1 OF

Total Return Charges **Description of Change(s)** Limits/Exposures Covered Property/Location Description

Policy Change Endorsement

BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

Endorsement Period: From 11/25/2015 to 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Named Insured	Agent	
UNFORGETTABLE COATINGS INC	(801) 937-6700 THE BUCKNER COMPANY	

OTHER NAMED INSUREDS

HOLDEN CONSTRUCTION LLC

SUMMARY OF LOCATIONS

0001 3977 W Oquendo Rd Ste G, Las Vegas, NV 89118-3049

0002 770 E Main St Ste 109, Lehi, UT 84043-2293

0003 8490 S POWER RD 105-185, GILBERT, AZ 85297

0007 2855 W 4610 S 210, SALT LAKE CITY, UT 84119

POLICY FORMS AND ENDORSEMENTS

This section lists the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE
CG 00 01 04 13	Commercial General Liability Coverage Form - Occurrence
CG 01 86 12 04	Utah Changes
CG 03 00 01 96	Deductible Liability Insurance
CG 21 06 05 14	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And
	Data-Related Liability - With Limited Bodily Injury Exception
CG 21 47 12 07	Employment-Related Practices Exclusion
CG 21 65 12 04	Total Pollution Exclusion with a Building Heating, Cooling and Dehumidifying
	Equipment Exception and a Hostile Fire Exception
CG 21 67 12 04	Fungi or Bacteria Exclusion

Servicing Office Denver Regional Office and Issue Date 12/03/15

Authorized Representative

To report a claim, call your Agent or 1-800-362-0000

DS 70 27 01 08 12/03/15 56502233

Policy Change Endorsement

BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

Endorsement Period:

From 11/25/2015 to 02/01/2016 12:01 am Standard Time

at Insured Mailing Location

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

POLICY FORMS AND ENDORSEMENTS - CONTINUED

This section lists the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE
CG 21 70 01 15	Cap on Losses from Certified Acts of Terrorism
CG 21 76 01 15	Exclusion of Punitive Damages Related to a Certified Act of Terrorism
CG 21 86 12 04	Exclusion - Exterior Insulation and Finish Systems
CG 21 96 03 05	Silica or Silica-Related Dust Exclusion
CG 22 79 04 13	Exclusion - Contractors - Professional Liability
CG 24 26 04 13	Amendment of Insured Contract Definition
CG 80 08 10 09	Employee Benefits Liability Coverage Form
CG 84 94 12 08	Exclusion - Consolidated Insurance Programs Wrap-Up
CG 84 99 01 12	Non-Cumulation Of Liability Limits Same Occurrence
CG 84 99 08 09	Non-Cumulation Liability Limits Same Occurrence
CG 88 10 04 13	Commercial General Liability Extension
CG 88 70 12 08	Construction Project(s)-General Aggregate Limit (Per Project)
CG 88 76 12 08	Exclusion - Earth Movement - Products/Completed Operations Hazard
CG 88 77 12 08	Medical Expense At Your Request Endorsement
CG 88 86 12 08	Exclusion - Asbestos Liability
CG 88 87 12 08	Exclusion - Lead Liability
CL 01 00 03 99	Common Policy Conditions
CL 01 76 01 05	Amendatory Endorsement - Nevada
CL 06 00 01 15	Certified Terrorism Loss
CL 07 00 10 06	Virus or Bacteria Exclusion
CP 00 10 04 02	Building and Personal Property Coverage Form
CP 00 30 04 02	Business Income (and Extra Expense) Coverage Form
CP 00 90 07 88	Commercial Property Conditions
CP 01 27 03 96	Utah Changes

Servicing Office and Issue Date

Denver Regional Office 12/03/15

Authorized Representative

To report a claim, call your Agent or 1-800-362-0000

12/03/15

INSURED COPY

Policy Change Endorsement

BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

Endorsement Period:

From 11/25/2015 to 02/01/2016 12:01 am Standard Time at Insured Mailing Location

Named Insured Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

POLICY FORMS AND ENDORSEMENTS - CONTINUED

This section lists the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE
CP 01 40 07 06	Exclusion of Loss Due to Virus or Bacteria
CP 10 30 04 02	Causes of Loss - Special Form
CP 10 32 08 08	Water Exclusion Endorsement
CP 72 97 04 02	Equipment Breakdown Enhancement Endorsement - Special Form
CP 88 04 03 10	Removal Permit
CP 88 10 07 10	Property Extension Plus
IL 00 17 11 98	Common Policy Conditions
IL 00 21 09 08	Nuclear Energy Liability Exclusion Endorsement (Broad Form)
IL 01 10 09 07	Nevada Changes - Concealment, Misrepresentation or Fraud
IL 01 15 01 10	Nevada Changes - Domestic Partnership
IL 02 51 09 07	Nevada Changes - Cancellation and Nonrenewal
IL 02 58 12 14	Arizona Changes - Cancellation and Non-Renewal
IL 02 66 09 08	Utah Changes - Cancellation and Non-Renewal
IL 09 35 07 02	Exclusion of Certain Computer-Related Losses
IL 09 52 01 15	Cap On Losses From Certified Acts Of Terrorism
IL 88 36 01 15	Cap On Losses From Certified Acts Of Terrorism
IL 88 38 01 15	Exclusion of Punitive Damages Related to a Certified Act of Terrorism
IM 20 57 04 04	Amendatory Endorsement - Nevada
IM 70 03 04 04	Contractors' Equipment Coverage - Small Tools
IM 71 00 06 04	Installation Floater Coverage

Servicing Office and Issue Date

Denver Regional Office

12/03/15

Authorized Representative

To report a claim, call your Agent or 1-800-362-0000

DS 70 27 01 08 12/03/15 56502233

N0092346

260

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26

BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial **Property Declarations** -Revised

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CHARGES

Explanation of Charges

DESCRIPTION

Property Schedule Totals

Certified Acts of Terrorism Coverage

Total Advance Charges:

Note: This is not a bill

PREMIUM



To report a claim, call your Agent or 1-800-362-0000

56502233

N0092346

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial **Property**

Declarations Schedule -Revised

Named Insured

Agent

UNFORGETTABLE COATINGS INC

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF PROPERTY COVERAGES - BY LOCATION

Insurance at the described premises applies only for coverages for which a limit of insurance is shown. Optional coverages apply only when entries are made in this schedule.

0001 3977 W Oquendo Rd Ste G, Las Vegas, NV 89118-3049

Property

Characteristics

Description:

Construction: Masonry Non-Combustible

Your Business Personal Property Coverage

Occupancy: Painting - Exterior - Buildings or Structures - Three

Stories or Less in Height - Office

Description

Limit of Insurance - Replacement Cost \$20,000 Coinsurance 80%

Covered Causes of Loss

Special Form - Including Theft

Deductible - All Covered Causes of Loss Unless Otherwise Stated \$500

Premium

Equipment Breakdown Coverage

This Equipment Breakdown insurance applies to the coverages shown for this location. The Equipment Breakdown limit(s) of insurance and deductible are included in, and not in addition to, the limits and deductible shown for the Building, Your Business Personal Property, Your Business Personal Property of Others, Tenants Improvements and Betterments, Business Income and Extra Expense, Business Income Without Extra Expense, and Extra Expense coverages.

Premium

To report a claim, call your Agent or 1-800-362-0000

26

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial **Property**

Declarations Schedule -Revised

Named Insured

Agent

UNFORGETTABLE COATINGS INC

(801) 937-6700 THE BUCKNER COMPANY



0002 770 E Main St Ste 109, Lehi, UT 84043-2293

Property

Characteristics

Description:

Construction: Non-Combustible

Your Business Personal Property Coverage

Occupancy: Painting - Exterior - Buildings or Structures - Three

Stories or Less in Height - Office

Description

Limit of Insurance - Replacement Cost \$5,300 80%

Coinsurance

Special Form - Including Theft

Covered Causes of Loss

Deductible - All Covered Causes of Loss Unless Otherwise Stated \$500

Premium

Business Income and Extra Expense Coverage

Description

Limit of Insurance - Including Rental Value \$250,000 80%

Coinsurance

Covered Causes of Loss

Premium

Breakdown Coverage

Equipment

To report a claim, call your Agent or 1-800-362-0000



Commercial **Property**

Declarations Schedule -Revised

BKA

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Named Insured

UNFORGETTABLE COATINGS INC

(801) 937-6700

Agent

THE BUCKNER COMPANY

SUMMARY OF PROPERTY COVERAGES - BY LOCATION

This Equipment Breakdown insurance applies to the coverages shown for this location. The Equipment Breakdown limit(s) of insurance and deductible are included in, and not in addition to, the limits and deductible shown for the Building, Your Business Personal Property, Your Business Personal Property of Others, Tenants Improvements and Betterments, Business Income and Extra Expense, Business Income Without Extra Expense, and Extra Expense coverages.

Premium



SUMMARY OF OTHER PROPERTY COVERAGES

Property Description Extension Property Extension Plus **Endorsement** Premium **Commercial Property Schedule Total:**

To report a claim, call your Agent or 1-800-362-0000

BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial Inland Marine Declarations

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CHARGES

Explanation of Charges

DESCRIPTION

PREMIUM

Commercial Inland Marine Schedule Totals

Certified Acts of Terrorism Coverage

Total Advance Charges:

Note: This is not a bill

To report a claim, call your Agent or 1-800-362-0000

-Revised



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American Fire and Casualty Company

BKA (16) 56 50 22 3

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial Inland Marine Declarations Schedule -Revised

Named Insured

UNFORGETTABLE COATINGS INC

(801) 937-6700 THE BUCKNER COMPANY

Limit

10,000

INSTALLATION FLOATER COVERAGE

Agent

PROPERTY COVERED

(X) Blanket Coverage

Jobsite Limit -- The most "we" pay for

loss to any one "jobsite" is:

ross to unity one	, joesite 15.	Ψ	
	mit The most "we" pay for e occurrence is:	\$	10,000
() Scheduled L	ocations Coverage		
Loc.			
No.	Location		Limit
	mit The most "we" pay for e occurrence is:		
COVERAGE EXT	TENSIONS		
Additional Debris	s Removal Expenses	\$	5,000
Emergency Remo	oval	10	<u>days</u>
Limited Fungus (Coverage	\$	15,000
SUPPLEMENTAI	L COVERAGES		
Contract Penalty		\$	5,000
Pollutant Cleanup	and Removal	\$	10,000
Sewer Backup Co	overage	\$	5,000
Storage Locations	S	\$	5,000
Testing		\$	5,000
Transit		\$	5,000

To report a claim, call your Agent or 1-800-362-0000

IM 71 05 04 04

BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial Inland Marine Declarations Schedule -Revised

Named Insured

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700

Agent

THE BUCKNER COMPANY



SUPPLEMENTAL COVERAGES (cont)	
Earthquake Coverage	
Earthquake Limit The most "we" pay for loss to any one building or	
structure is:	\$
Earthquake Catastrophe Limit The most "we" pay for loss in any one occurrence is:	\$
Flood Coverage	
Flood Limit The most "we" pay for loss to any one building or	
structure is:	\$
Flood Catastrophe Limit The most "we" pay for loss in any one occurrence is:	\$
DEDUCTIBLE	
Deductible Amount	\$500
	Deductible Amount
() Earthquake Coverage	\$
() Flood Coverage	\$
() Sewer Backup Coverage	\$
COINSURANCE	
() Not Applicable	

(X) 100%

() Other_

To report a claim, call your Agent or 1-800-362-0000

() 80%

() 90%

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IM 7008 01 12

BKA (16) 56 50 22 33

SCHEDULE OF COVERAGES CONTRACTORS' EQUIPMENT SMALL TOOLS FLOATER

(The entries required to complete this schedule will be shown below or on the "schedule of coverages".)

		"Lir	nit"
Your Tools Limit The most "we" pa for loss to any one "tool" "you" own	•	\$	2,500
Check if applicable:			
[] Employee Tool Limit The most pay for loss to any one employee		\$	
[x] Leased/Rented Tool Limit The reward we" pay for loss to any one "too lease or rent is:		\$	2,500
Catastrophe Limit The most "we" p to all tools in any one occurrence is:	pay for loss	\$	70,000
VALUATION Actual Cash Value			
DEDUCTIBLE			
Deductible Amount	\$	1,000	

ADDITIONAL INFORMATION

BKA (16) 56 50 22 3

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Declarations -Revised

Basis: Occurrence

Named Insured

Agent

UNFORGETTABLE COATINGS INC

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF LIMITS AND CHARGES

Commercial
General
Liability
Limits of
Insurance

DESCRIPTION	LIMIT
Each Occurrence Limit	1,000,000
Damage To Premises Rented To You Limit (Any One Premises)	300,000
Medical Expense Limit (Any One Person)	15,000
Personal and Advertising Injury Limit	1,000,000
General Aggregate Limit (Other than Products - Completed Operations)	2,000,000
Products - Completed Operations Aggregate Limit	2,000,000

Explanation of Charges

DESCRIPTION

General Liability Schedule Totals

Certified Acts of Terrorism Coverage

Total Advance Charges:

Note: This is not a bill

PREMIUM



of 26

13

To report a claim, call your Agent or 1-800-362-0000

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BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Schedule -Revised **Declarations**

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION

0003 8490 S POWERRD 105-185, GILBERT, AZ 85297

Insured: UNFORGETTABLE COATINGS INC

CLASSIFICATION - 98305

Painting - Interior - Buildings Or Structures

PREMIUM BASED ON - Executive Officers	RATED / PER 1,000	PREMIUM
Dollars Of Payroll - if any	6.995	
Total:		
	4.300	
Total:		
	PREMIUM BASED ON - Executive Officers Dollars Of Payroll - if any Total:	Dollars Of Payroll - if any 6.995 Total: 4.300

CLASSIFICATION - 98305

Painting - Interior - Buildings Or Structures

COVERAGE DESCRIPTION	PREMIUM BASED ON - Employees Payroll	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Payroll - if any	6.995	
	Total:		
Products/Completed Operations		4.300	

Total:

To report a claim, call your Agent or 1-800-362-0000

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Commercial General Liability Schedule -Revised **Declarations**

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION

CLASSIFICATION - 91581

Contractors - Subcontracted Work - In Connection With Construction, Reconstruction, Erection or Repair -Not Buildings

COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Total Cost - if any	4.926	
	To	otal:	
Products/Completed Operations		3.731	
	Te	otal:	

CLASSIFICATION - 91585

Contractors - Subcontracted Work - In Connection With Construction, Reconstruction, Repair or Erection Of **Buildings NOC**

COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Total Cost - if any	3.081	
	To	otal:	
Products/Completed Operations		1.730	
	T	-4I.	

Total:

To report a claim, call your Agent or 1-800-362-0000

12/03/15

56502233

N0092346

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BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Schedule -Revised **Declarations**

Named Insured

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

Agent

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

CLASSIFICATION - 98304

Painting - Exterior - Buildings Or Structures - Three

Stories Or Less In Height NOC

COVERAGE DESCRIPTION	PREMIUM BASED ON - Executive Officers	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Payroll - if any	12.935	
	Total:		
Products/Completed Operations		6.504	
	Total:		
CLASSIFICATION - 98304			

Painting - Exterior - Buildings Or Structures - Three

Stories Or Less In Height NOC

COVERAGE DESCRIPTION	PREMIUM BASED ON - Employees Payroll	RATED / PER 1,000	PREMIUM
Premise/Operations	24,000 Dollars Of Payroll	12.935	
	Total:		
Products/Completed Operations		6.504	
	Total:		

To report a claim, call your Agent or 1-800-362-0000

LCAFPPNO INSURED COPY 000867 12/03/15 56502233 N0092346 260 PAGE 16 OF

BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Declarations Schedule -Revised

Named Insured

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700

Agent

THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

0001 3977 W Oquendo Rd Ste G, Las Vegas, NV 89118-3049

Insured: UNFORGETTABLE COATINGS INC

CLASSIFICATION - 98304

Painting - Exterior - Buildings Or Structures - Three

Stories Or Less In Height NOC

COVERAGE DESCRIPTION	PREMIUM BASED ON - Executive Officers	RATED / PER 1,000	PREMIUM
Premise/Operations	29,300 Dollars Of Payroll	17.710	
	Total:		-
Products/Completed Operations		8.770	
	Total:		

CLASSIFICATION - 98304

Painting - Exterior - Buildings Or Structures - Three

Stories Or Less In Height NOC

COVERAGE DESCRIPTION	PREMIUM BASED ON - Employees Payro	RATED / PER II 1,000	PREMIUM
Premise/Operations	970,700 Dollars Of Payroll	17.710	
	Total	•	
Products/Completed Operations		8.770	
	Total	•	

To report a claim, call your Agent or 1-800-362-0000

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Commercial General Liability Schedule -Revised **Declarations**

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

CLASSIFICATION - 91581

Contractors - Subcontracted Work - In Connection With Construction, Reconstruction, Erection or Repair -Not Buildings

COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Total Cost - if any	4.680	
	To	otal:	
Products/Completed Operations		3.544	
	Ta	otal:	

CLASSIFICATION - 91585

Contractors - Subcontracted Work - In Connection With Construction, Reconstruction, Repair or Erection Of **Buildings NOC**

COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Total Cost - if any	2.927	
	To	otal:	
Products/Completed Operations		1.643	
	To	otal:	

To report a claim, call your Agent or 1-800-362-0000

LCAFPPNO 12/03/15 56502233 N0092346 **INSURED COPY** 000867 PAGE 18 OF 260 26

BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Schedule -Revised **Declarations**

Named Insured

UNFORGETTABLE COATINGS INC

INSURANCE

Agent

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

CLASSIFICATION - 98305

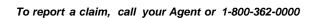
Painting - Interior - Buildings Or Structures

COVERAGE DESCRIPTION	PREMIUM BASED ON - Executive Officers	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Payroll - if any	9.817	
	Total:		
Products/Completed Operations		5.919	
	Total:		
CLASSIFICATION - 98305	Total:		

Painting - Interior - Buildings Or Structures

COVERAGE DESCRIPTION	PREMIUM BASED ON - Employees Payroll	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Payroll - if any	9.817	
	Total:		
Products/Completed Operations		5.919	

Total:



LCAFPPNO INSURED COPY 000867 12/03/15 56502233 N0092346 260 PAGE 19 OF







BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Schedule -Revised **Declarations**

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

0002 770 E Main St Ste 109, Lehi, UT 84043-2293

Insured: UNFORGETTABLE COATINGS INC

CLASSIFICATION - 98305

Painting - Interior - Buildings Or Structures

COVERAGE DESCRIPTION	PREMIUM BASED ON - Executive Officers	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Payroll - if any	7.446	
	Total:		
Products/Completed Operations		3.482	
	Total:		

CLASSIFICATION - 98305

Painting - Interior - Buildings Or Structures

COVERAGE DESCRIPTION	PREMIUM BASED ON - Employees Payroll	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Payroll - if any	7.446	
	Total:		
Products/Completed Operations		3.482	

Total:

To report a claim, call your Agent or 1-800-362-0000

LCAFPPNO 000867 12/03/15 56502233 N0092346 260 INSURED COPY PAGE 20 OF

BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Declarations Schedule -Revised

Named Insured

UNFORGETTABLE COATINGS INC

INSURANCE

Agent

(801) 937-6700

THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

CLASSIFICATION - 98304

Painting - Exterior - Buildings Or Structures - Three

Stories Or Less In Height NOC

Stories Or Less In Height NOC

COVERAGE DESCRIPTION	PREMIUM BASED ON - Executive Officers	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Payroll - if any	12.411	
	Total:		
Products/Completed Operations		6.567	
	Total:		
CLASSIFICATION - 98304 Painting - Exterior - Buildings Or Str	ructures Three		

COVERAGE DESCRIPTION	PREMIUM BASED ON - Employees Payroll	RATED / PER 1,000	PREMIUM
Premise/Operations	500,000 Dollars Of Payroll	12.411	
	Total:		
Products/Completed Operations		6.567	
	Total:		

To report a claim, call your Agent or 1-800-362-0000

12/03/15

56502233

N0092346

260

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000867

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BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Schedule -Revised **Declarations**

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

0001 3977 W Oquendo Rd Ste G, Las Vegas, NV 89118-3049

Insured: UNFORGETTABLE COATINGS INC

CLASSIFICATION - 98303

Painting - Exterior - Buildings Or Structures - Exceeding

Three Stories In Height NOC

COVERAGE DESCRIPTION	PREMIUM BASED ON - Executive Officers	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Payroll - if any	63.685	
	Total:		
Products/Completed Operations		38.177	
	Total:		
CLASSIFICATION - 98303			

Painting - Exterior - Buildings Or Structures - Exceeding

Three Stories In Height NOC

COVERAGE DESCRIPTION	PREMIUM BASED ON - Employees Payroll	RATED / PER 1,000	PREMIUM
Premise/Operations	60,000 Dollars Of Payroll	63.685	
	Total:		
Products/Completed Operations		38.177	
	Total:		

To report a claim, call your Agent or 1-800-362-0000

LCAFPPNO 000867 PAGE 22 OF 12/03/15 56502233 N0092346 INSURED COPY 260

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Schedule -Revised **Declarations**

Named Insured

UNFORGETTABLE COATINGS INC

Agent (801) 937-6700

THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

0007 2855 W 4610 S 210, SALTLAKECITY, UT 84119

Insured: UNFORGETTABLE COATINGS INC

CLASSIFICATION - 63010

Dwellings - One-Family - (Lessor's Risk Only)

Products-Completed Operations Are Subject To The General

Aggregate Limit.

COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER Each	PREMIUM
Premise/Operations	1 Number of Dwellings	56.250	
		Total:	

SUMMARY OF OTHER COVERAGE

COVERAGE DESCRIPTION	PREMIUM

Construction Project(s) - General Aggregate Limit (Per Project)

Commercial General Liability Schedule Total

To report a claim, call your Agent or 1-800-362-0000

LCAFPPNO 12/03/15 56502233 N0092346 INSURED COPY 000867 PAGE 23 OF 260



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Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Employee Benefits Liability Declarations -Revised

Basis: Claims Made

This insurance does not apply to any negligent act, error, or omission that occurs before the retroactive date 02/01/2015, if any shown. Read your coverage form carefully.



Named Insured Agent

UNFORGETTABLE COATINGS INC

(801) 937-6700

THE BUCKNER COMPANY

SUMMARY OF LIMITS AND CHARGES

Employees
Benefits
Liability
Limits of
Insurance

DESCRIPTION LIMIT **Each Employee Limit** 1,000,000 **Aggregate Limit** 1,000,000

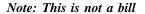
This Coverage is subject to a \$1,000. per claim deductible

Explanation of Charges

DESCRIPTION PREMIUM Employee Benefits

Certified Acts of Terrorism Coverage

Total Advance Charges:



To report a claim, call your Agent or 1-800-362-0000

LCAFPPNO 12/03/15 56502233 N0092346 INSURED COPY 000867 PAGE 25 OF 260

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American Fire and Casualty Company

BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Employee Benefits Liability Declarations Schedule -Revised

Named Insured Agent

UNFORGETTABLE COATINGS INC (801) 937-6700

THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - continued

Insured: UNFORGETTABLE COATINGS INC

CLASSIFICATION - 73124

Employee Benefits Liability - Claims Made

COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER Each	PREMIUN
Employee Benefits Liability Minimum Premium Adjustment	15 Employee(s)	.367	
		Total:	
oyee Benefits Liability Schedule To	otal		

To report a claim, call your Agent or 1-800-362-0000

12/03/15 56502233 N0092346 260 LCAFPPNO INSURED COPY 000867 PAGE 26 OF 2

Policy Change Endorsement

BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

Endorsement Period: From 09/28/2015 to 02/01/2016 12:01 am Standard Time

Named Insured & Mailing Address

UNFORGETTABLE COATINGS INC 8906 Spanish Ridge Ave Ste 100 Attn Todd Newman Las Vegas, NV 89148

Agent Mailing Address & Phone No.

(801) 937-6700 THE BUCKNER COMPANY 6550 MILLROCK DR STE 300 SALT LAKE CITY, UT 84121-2331

CHANGES TO POLICY - TRANSACTION # 11

This Policy Change Endorsement Results In A Change In The Charges As Follows:

Return Premium

Total Return Charges



Description of Change(s)

Location 2855 West 4610 South #210 Salt Lake City, UT 84911 is deleted in its entirety. See The Revised Declarations and Declarations Schedule

Servicing Office and Issue Date

Denver Regional Office 11/16/15

Authorized Representative

To report a claim, call your Agent or 1-800-362-0000

DS 70 27 01 08 11/16/15 56502233

N0078679

260

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at Insured Mailing Location

Policy Change Endorsement

BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

Endorsement Period: From 09/28/2015 to 02/01/2016 12:01 am Standard Time

at Insured Mailing Location

Named Insured	Agent
UNFORGETTABLE COATINGS INC	(801) 937-6700 THE BUCKNER COMPANY

OTHER NAMED INSUREDS

HOLDEN CONSTRUCTION LLC

SUMMARY OF LOCATIONS

0001 3977 W Oquendo Rd Ste G, Las Vegas, NV 89118-3049

0002 770 E Main St Ste 109, Lehi, UT 84043-2293

0003 8490 S POWER RD 105-185, GILBERT, AZ 85297

0004 2860 W 4570 S 289, WEST VALLEY CITY, UT 84119

0005 2860 W 4570 S 293, WEST VALLEY CITY, UT 84119

0006 2860 W 4570 S 294, WEST VALLEY CITY, UT 84119

POLICY FORMS AND ENDORSEMENTS

This section lists the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE
CG 00 01 04 13	Commercial General Liability Coverage Form - Occurrence
CG 01 86 12 04	Utah Changes
CG 03 00 01 96	Deductible Liability Insurance
CG 21 06 05 14	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And
	Data-Related Liability - With Limited Bodily Injury Exception
CG 21 47 12 07	Employment-Related Practices Exclusion

Servicing Office Denver Regional Office and Issue Date 11/16/15 Authorized Representative

To report a claim, call your Agent or 1-800-362-0000

DS 70 27 01 08 11/16/15 56502233

260

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Policy Change Endorsement

BKA (16) 56 50 22 33

Policy Period: From 02/01/2015 To 02/01/2016

Endorsement Period:

From 09/28/2015 to 02/01/2016 12:01 am Standard Time at Insured Mailing Location

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700

THE BUCKNER COMPANY

POLICY FORMS AND ENDORSEMENTS - CONTINUED

This section lists the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE
CG 21 65 12 04	Total Pollution Exclusion with a Building Heating, Cooling and Dehumidifying
	Equipment Exception and a Hostile Fire Exception
CG 21 67 12 04	Fungi or Bacteria Exclusion
CG 21 70 01 15	Cap on Losses from Certified Acts of Terrorism
CG 21 76 01 15	Exclusion of Punitive Damages Related to a Certified Act of Terrorism
CG 21 86 12 04	Exclusion - Exterior Insulation and Finish Systems
CG 21 96 03 05	Silica or Silica-Related Dust Exclusion
CG 22 79 04 13	Exclusion - Contractors - Professional Liability
CG 24 26 04 13	Amendment of Insured Contract Definition
CG 80 08 10 09	Employee Benefits Liability Coverage Form
CG 84 94 12 08	Exclusion - Consolidated Insurance Programs Wrap-Up
CG 84 99 01 12	Non-Cumulation Of Liability Limits Same Occurrence
CG 84 99 08 09	Non-Cumulation Liability Limits Same Occurrence
CG 88 10 04 13	Commercial General Liability Extension
CG 88 70 12 08	Construction Project(s)-General Aggregate Limit (Per Project)
CG 88 76 12 08	Exclusion - Earth Movement - Products/Completed Operations Hazard
CG 88 77 12 08	Medical Expense At Your Request Endorsement
CG 88 86 12 08	Exclusion - Asbestos Liability
CG 88 87 12 08	Exclusion - Lead Liability
CL 01 00 03 99	Common Policy Conditions
CL 01 76 01 05	Amendatory Endorsement - Nevada
CL 06 00 01 15	Certified Terrorism Loss
CL 07 00 10 06	Virus or Bacteria Exclusion
CP 00 10 04 02	Building and Personal Property Coverage Form
CP 00 30 04 02	Business Income (and Extra Expense) Coverage Form

Servicing Office and Issue Date

Denver Regional Office

11/16/15

Authorized Representative

To report a claim, call your Agent or 1-800-362-0000

DS 70 27 01 08 11/16/15 56502233

N0078679

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001083

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Policy Change Endorsement

BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

Endorsement Period: From 09/28/2015 to 02/01/2016 12:01 am Standard Time at Insured Mailing Location

Named Insured Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

POLICY FORMS AND ENDORSEMENTS - CONTINUED

This section lists the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE
CP 00 90 07 88	Commercial Property Conditions
CP 01 27 03 96	Utah Changes
CP 01 40 07 06	Exclusion of Loss Due to Virus or Bacteria
CP 10 30 04 02	Causes of Loss - Special Form
CP 10 32 08 08	Water Exclusion Endorsement
CP 72 97 04 02	Equipment Breakdown Enhancement Endorsement - Special Form
CP 88 04 03 10	Removal Permit
CP 88 10 07 10	Property Extension Plus
IL 00 17 11 98	Common Policy Conditions
IL 00 21 09 08	Nuclear Energy Liability Exclusion Endorsement (Broad Form)
IL 01 10 09 07	Nevada Changes - Concealment, Misrepresentation or Fraud
IL 01 15 01 10	Nevada Changes - Domestic Partnership
IL 02 51 09 07	Nevada Changes - Cancellation and Nonrenewal
IL 02 58 12 14	Arizona Changes - Cancellation and Non-Renewal
IL 02 66 09 08	Utah Changes - Cancellation and Non-Renewal
IL 09 35 07 02	Exclusion of Certain Computer-Related Losses
IL 09 52 01 15	Cap On Losses From Certified Acts Of Terrorism
IL 88 36 01 15	Cap On Losses From Certified Acts Of Terrorism
IL 88 38 01 15	Exclusion of Punitive Damages Related to a Certified Act of Terrorism
IM 20 57 04 04	Amendatory Endorsement - Nevada
IM 70 03 04 04	Contractors' Equipment Coverage - Small Tools
IM 71 00 06 04	Installation Floater Coverage

Servicing Office and Issue Date

Denver Regional Office 11/16/15

Authorized Representative

To report a claim, call your Agent or 1-800-362-0000

DS 70 27 01 08 11/16/15 56502233

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001083

PAGE 4 OF

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Commercial

Declarations

Property

-Revised

BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CHARGES

PREMIUM

Explanation of Charges

DESCRIPTION

Property Schedule Totals

Certified Acts of Terrorism Coverage

Total Advance Charges: Note: This is not a bill

To report a claim, call your Agent or 1-800-362-0000



Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial **Property**

Declarations Schedule -Revised

Named Insured

Agent

UNFORGETTABLE COATINGS INC

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF PROPERTY COVERAGES - BY LOCATION

Insurance at the described premises applies only for coverages for which a limit of insurance is shown. Optional coverages apply only when entries are made in this schedule.

0001 3977 W Oquendo Rd Ste G, Las Vegas, NV 89118-3049

Characteristics

Description:

Construction: Masonry Non-Combustible

Your Business Personal Property Coverage

Occupancy: Painting - Exterior - Buildings or Structures - Three

Stories or Less in Height - Office

Description

Limit of Insurance - Replacement Cost Coinsurance

Covered Causes of Loss

Special Form - Including Theft

Deductible - All Covered Causes of Loss Unless Otherwise Stated \$500

Premium

Equipment Breakdown Coverage

This Equipment Breakdown insurance applies to the coverages shown for this location. The Equipment Breakdown limit(s) of insurance and deductible are included in, and not in addition to, the limits and deductible shown for the Building, Your Business Personal Property, Your Business Personal Property of Others, Tenants Improvements and Betterments, Business Income and Extra Expense, Business Income Without Extra Expense, and Extra Expense coverages.

Premium

To report a claim, call your Agent or 1-800-362-0000

\$20,000

80%

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial **Property**

Declarations Schedule -Revised

Named Insured

UNFORGETTABLE COATINGS INC

THE BUCKNER COMPANY

SUMMARY OF PROPERTY COVERAGES - BY LOCATION

0002 770 E Main St Ste 109, Lehi, UT 84043-2293

Property

Characteristics

Description:

Construction: Non-Combustible

Your Business Personal Property Coverage

Occupancy: Painting - Exterior - Buildings or Structures - Three

Stories or Less in Height - Office

Description

Limit of Insurance - Replacement Cost \$5,300 Coinsurance 80%

Special Form - Including Theft

Covered Causes of Loss

Deductible - All Covered Causes of Loss Unless Otherwise Stated \$500

Premium

Business Income and Extra Expense Coverage

Description

Limit of Insurance - Including Rental Value \$250,000 Coinsurance 80%

Covered Causes of Loss

Premium

Breakdown Coverage

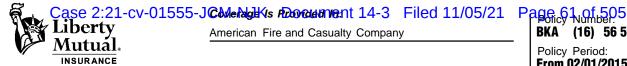
Equipment

To report a claim, call your Agent or 1-800-362-0000

26

Agent

(801) 937-6700



Commercial

Declarations

Property

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Named Insured

Agent

Schedule -Revised

UNFORGETTABLE COATINGS INC

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF PROPERTY COVERAGES - BY LOCATION

This Equipment Breakdown insurance applies to the coverages shown for this location. The Equipment Breakdown limit(s) of insurance and deductible are included in, and not in addition to, the limits and deductible shown for the Building, Your Business Personal Property, Your Business Personal Property of Others, Tenants Improvements and Betterments, Business Income and Extra Expense, Business Income Without Extra Expense, and Extra Expense coverages.

Premium

SUMMARY OF OTHER PROPERTY COVERAGES

Property Description Extension Property Extension Plus **Endorsement** Premium

Commercial Property Schedule Total:

To report a claim, call your Agent or 1-800-362-0000

Commercial Inland Marine

(16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Declarations -Revised

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700

Agent

THE BUCKNER COMPANY



Explanation of Charges

Named Insured

DESCRIPTION PREMIUM

Commercial Inland Marine Schedule Totals

Certified Acts of Terrorism Coverage

Total Advance Charges:

Note: This is not a bill



To report a claim, call your Agent or 1-800-362-0000

Named Insured

American Fire and Casualty Company

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial Inland Marine Declarations Schedule -Revised

UNFORGETTABLE COATINGS INC

(801) 937-6700 THE BUCKNER COMPANY

Limit

10,000

Agent

INSTALLATION FLOATER COVERAGE

PROPERTY COVERED (X) Blanket Coverage

Jobsite Limit -- The most "we" pay for

loss to any one "jobsite" is:

•	v		
	mit The most "we" pay for coccurrence is:	\$	10,000
() Scheduled L	ocations Coverage		
Loc.			
No.	Location		Limit
	mit The most "we" pay for coccurrence is:		
COVERAGE EXT	ENSIONS		
Additional Debris	s Removal Expenses	\$	5,000
Emergency Remo	oval	1	0 days
Limited Fungus (Coverage	\$	15,000
SUPPLEMENTAI	. COVERAGES		
Contract Penalty		\$	5,000
Pollutant Cleanup	and Removal	\$	10,000
Sewer Backup Co	overage	\$	5,000
Storage Locations	3	\$	5,000
Testing		\$	5,000
Transit		\$	5,000

To report a claim, call your Agent or 1-800-362-0000

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(16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial Inland Marine Declarations Schedule -Revised

Named Insured

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700

Agent

THE BUCKNER COMPANY



SUPPLEMENTAL COVERAGES (cont) Earthquake Coverage	
Earthquake Limit The most "we" pay for loss to any one building or structure is:	\$
Earthquake Catastrophe Limit The most "we" pay for loss in any one occurrence is: Flood Coverage	\$
Flood Limit The most "we" pay for loss to any one building or structure is:	\$
Flood Catastrophe Limit The most "we" pay for loss in any one occurrence is:	\$
DEDUCTIBLE	
Deductible Amount	\$500
	Deductible Amount
() Earthquake Coverage	\$
() Flood Coverage	\$
() Sewer Backup Coverage	\$
COINSURANCE	
() Not Applicable	
() 80% () 90% (X) 100% () Othe	r%

To report a claim, call your Agent or 1-800-362-0000

LCA0PPN0 11/16/15 56502233 N0078679 INSURED COPY 001083 260 PAGE 11 OF 26 AAIS IM 7008 01 12 Page 1 of 1 BKA (16) 56 50 22 33

SCHEDULE OF COVERAGES CONTRACTORS' EQUIPMENT SMALL TOOLS FLOATER

(The entries required to complete this schedule will be shown below or on the "schedule of coverages".)

		"Lir	nit"
Your Tools Limit The most "we" p for loss to any one "tool" "you" own	•	\$	2,500
Check if applicable:			
[] Employee Tool Limit The most pay for loss to any one employee		\$	
[x] Leased/Rented Tool Limit The "we" pay for loss to any one "to lease or rent is:		\$	2,500
Catastrophe Limit The most "we" to all tools in any one occurrence is:	pay for loss	\$	70,000
VALUATION Actual Cash Value			
DEDUCTIBLE			
Deductible Amount	\$	1,000	

ADDITIONAL INFORMATION

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Declarations -Revised

Basis: Occurrence



Agent

UNFORGETTABLE COATINGS INC

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF LIMITS AND CHARGES

Commercial
General
Liability
Limits of
Insurance

DESCRIPTION	LIMIT
Each Occurrence Limit	1,000,000
Damage To Premises Rented To You Limit (Any One Premises)	300,000
Medical Expense Limit (Any One Person)	15,000
Personal and Advertising Injury Limit	1,000,000
General Aggregate Limit (Other than Products - Completed Operations)	2,000,000
Products - Completed Operations Aggregate Limit	2,000,000

Explanation of Charges

DESCRIPTION General Liability Schedule Totals Certified Acts of Terrorism Coverage

Total Advance Charges:

Note: This is not a bill

PREMIUM



To report a claim, call your Agent or 1-800-362-0000

N0078679 56502233

BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Schedule -Revised **Declarations**

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION

0003 8490 S POWERRD 105-185, GILBERT, AZ 85297

Insured: UNFORGETTABLE COATINGS INC

CLASSIFICATION - 98305

Painting - Interior - Buildings Or Structures

PREMIUM BASED ON - Executive Officers	RATED / PER 1,000	PREMIUM
Dollars Of Payroll - if any	6.995	
Total:		
	4.300	
Total:		
	PREMIUM BASED ON - Executive Officers Dollars Of Payroll - if any Total:	Dollars Of Payroll - if any 6.995 Total: 4.300

CLASSIFICATION - 98305

Painting - Interior - Buildings Or Structures

COVERAGE DESCRIPTION	PREMIUM BASED ON - Employees Payroll	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Payroll - if any	6.995	
	Total:		
Products/Completed Operations		4.300	

Total:

To report a claim, call your Agent or 1-800-362-0000

LCAOPPN0 001083 11/16/15 56502233 N0078679 260 INSURED COPY PAGE 14 OF 26

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Schedule -Revised **Declarations**

Named Insured

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700

Agent

THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION

CLASSIFICATION - 91581

Contractors - Subcontracted Work - In Connection With Construction, Reconstruction, Erection or Repair -

Not Buildings

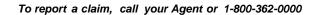
PREMIUM BASED ON -	RATED / PER 1,000	PREMIUM
Dollars Of Total Cost - if any	4.926	
To	tal:	
	3.731	
To	tal:	
	Dollars Of Total Cost - if any To	PREMIUM BASED ON - 1,000 Dollars Of Total Cost - if any 4.926 Total:

CLASSIFICATION - 91585

Contractors - Subcontracted Work - In Connection With Construction, Reconstruction, Repair or Erection Of **Buildings NOC**

COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Total Cost - if any	3.081	
	To	tal:	
Products/Completed Operations		1.730	
	m	4.1	

Total:



11/16/15

56502233

N0078679

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001083

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Policy Period:



BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Schedule -Revised **Declarations**

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

CLASSIFICATION - 98304

Painting - Exterior - Buildings Or Structures - Three

Stories Or Less In Height NOC

COVERAGE DESCRIPTION	PREMIUM BASED ON - Executive Officers	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Payroll - if any	12.935	
	Total:		
Products/Completed Operations		6.504	
	Total:		
CLASSIFICATION - 98304			

Painting - Exterior - Buildings Or Structures - Three

Stories Or Less In Height NOC

COVERAGE DESCRIPTION	PREMIUM BASED ON - Employees Payroll	RATED / PER 1,000	PREMIUM
Premise/Operations	24,000 Dollars Of Payroll	12.935	
	Total:		
Products/Completed Operations		6.504	
	Total:		

To report a claim, call your Agent or 1-800-362-0000

LCAOPPN0 **INSURED COPY** 001083 11/16/15 56502233 N0078679 260 PAGE 16 OF

BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Schedule -Revised **Declarations**

Named Insured

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700

Agent

THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

0001 3977 W Oquendo Rd Ste G, Las Vegas, NV 89118-3049

Insured: UNFORGETTABLE COATINGS INC

CLASSIFICATION - 98304

Painting - Exterior - Buildings Or Structures - Three

Stories Or Less In Height NOC

COVERAGE DESCRIPTION	PREMIUM BASED ON - Executive Officers	RATED / PER 1,000	PREMIUM
Premise/Operations	29,300 Dollars Of Payroll	17.710	
	Total:		-
Products/Completed Operations		8.770	
	Total:		-

CLASSIFICATION - 98304

Painting - Exterior - Buildings Or Structures - Three

Stories Or Less In Height NOC

COVERAGE DESCRIPTION	PREMIUM BASED ON - Employees Payroll	RATED / PER 1,000	PREMIUM
Premise/Operations	970,700 Dollars Of Payroll	17.710	
	Total:		
Products/Completed Operations		8.770	
-	Total:		

To report a claim, call your Agent or 1-800-362-0000

11/16/15 56502233 260

N0078679

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Commercial General Liability Schedule -Revised **Declarations**

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

CLASSIFICATION - 91581

Contractors - Subcontracted Work - In Connection With Construction, Reconstruction, Erection or Repair -Not Buildings

COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Total Cost - if any	4.680	
	To	otal:	
Products/Completed Operations		3.544	
	To	otal:	

CLASSIFICATION - 91585

Contractors - Subcontracted Work - In Connection With Construction, Reconstruction, Repair or Erection Of **Buildings NOC**

COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Total Cost - if any	2.927	
	To	otal:	
Products/Completed Operations		1.643	

Total:

To report a claim, call your Agent or 1-800-362-0000

LCAOPPN0 001083 11/16/15 56502233 N0078679 **INSURED COPY** PAGE 18 OF 260

(16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Schedule -Revised **Declarations**

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

CLASSIFICATION - 98305

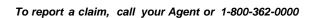
Painting - Interior - Buildings Or Structures

COVERAGE DESCRIPTION	PREMIUM BASED ON - Executive Officers	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Payroll - if any	9.817	
	Total:		
Products/Completed Operations		5.919	
	Total:		
CLASSIFICATION - 98305			

Painting - Interior - Buildings Or Structures

COVERAGE DESCRIPTION	PREMIUM BASED ON - Employees Payroll	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Payroll - if any	9.817	
	Total:		
Products/Completed Operations		5.919	

Total:



11/16/15

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N0078679

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001083

BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016 12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Schedule -Revised **Declarations**

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

0002 770 E Main St Ste 109, Lehi, UT 84043-2293

Insured: UNFORGETTABLE COATINGS INC

CLASSIFICATION - 98305

Painting - Interior - Buildings Or Structures

PREMIUM BASED ON - Executive Officers	RATED / PER 1,000	PREMIUM
Dollars Of Payroll - if any	7.446	
Total:		
	3.482	
Total:		
	PREMIUM BASED ON - Executive Officers Dollars Of Payroll - if any Total:	Dollars Of Payroll - if any 7.446 Total: 3.482

CLASSIFICATION - 98305

Painting - Interior - Buildings Or Structures

COVERAGE DESCRIPTION	PREMIUM BASED ON - Employees Payroll	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Payroll - if any	7.446	
	Total:		
Products/Completed Operations		3.482	

Total:

To report a claim, call your Agent or 1-800-362-0000

LCAOPPN0 001083 11/16/15 56502233 N0078679 260 INSURED COPY PAGE 20 OF

Policy Period:

From 02/01/2015 To 02/01/2016

BKA (16) 56 50 22 33

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Schedule -Revised **Declarations**

Named Insured

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700

Agent

THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

CLASSIFICATION - 98304

Painting - Exterior - Buildings Or Structures - Three

Stories Or Less In Height NOC

COVERAGE DESCRIPTION	PREMIUM BASED ON - Executive Officers	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Payroll - if any	12.411	
	Total:		
Products/Completed Operations		6.567	
	Total:		
CLASSIFICATION - 98304 Painting - Exterior - Buildings Or Str	uctures - Three		

Stories Or Less In Height NOC

COVERAGE DESCRIPTION	PREMIUM BASED ON - Employees Payr	RATED / PER oll 1,000	PREMIUM
Premise/Operations	500,000 Dollars Of Payroll	12.411	
	Tota	ıl:	
Products/Completed Operations		6.567	
	Tota	ıl:	

To report a claim, call your Agent or 1-800-362-0000

11/16/15

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N0078679

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BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Schedule -Revised **Declarations**

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

0001 3977 W Oquendo Rd Ste G, Las Vegas, NV 89118-3049

Insured: UNFORGETTABLE COATINGS INC

CLASSIFICATION - 98303

Painting - Exterior - Buildings Or Structures - Exceeding

Three Stories In Height NOC

COVERAGE DESCRIPTION	PREMIUM BASED ON - Executive Officers	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Payroll - if any	63.685	
	Total:		
Products/Completed Operations		38.177	
	Total:		
CI ASSIFICATION - 98303			

CLASSIFICATION - 98303

Painting - Exterior - Buildings Or Structures - Exceeding

Three Stories In Height NOC

COVERAGE DESCRIPTION	PREMIUM BASED ON - Employees	RATED / PER Payroll 1,000	PREMIUM
Premise/Operations	60,000 Dollars Of Payroll	63.685	
		Total:	
Products/Completed Operations		38.177	
		Total:	

To report a claim, call your Agent or 1-800-362-0000

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BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Declarations Schedule -Revised

Named Insured

UNFORGETTABLE COATINGS INC

(801) 937-6700

Agent

THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

0004 2860 W 4570 S 289, WEST VALLEY CITY, UT 84119

Insured: UNFORGETTABLE COATINGS INC

CLASSIFICATION - 63010

Dwellings - One-Family - (Lessor's Risk Only)

Products-Completed Operations Are Subject To The General

Aggregate Limit.

COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER Each	PREMIUM
Premise/Operations	1 Dwelling(s)	56.250	
		Total:	

0005 2860 W 4570 S 293, WEST VALLEY CITY, UT 84119

Insured: UNFORGETTABLE COATINGS INC

CLASSIFICATION - 63010

Dwellings - One-Family - (Lessor's Risk Only)

Products-Completed Operations Are Subject To The General

Aggregate Limit.

COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER EACH	PREMIUM
Premise/Operations	1 Dwelling(s)	56.250	
		Total:	

To report a claim, call your Agent or 1-800-362-0000

11/16/15 56502233 N0078679 260 LCAOPPNO INSURED COPY 001083 PAGE 23 OF



Commercial General Liability Schedule -Revised

BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Named Insured Agent

Declarations

UNFORGETTABLE COATINGS INC

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

0006 2860 W 4570 S 294, WEST VALLEY CITY, UT 84119

Insured: UNFORGETTABLE COATINGS INC

CLASSIFICATION - 63010

Dwellings - One-Family - (Lessor's Risk Only)

Products-Completed Operations Are Subject To The General

Project)

Aggregate Limit.

COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER EACH	PREMIUM
Premise/Operations	1 Dwelling(s)	56.250	
		Total:	

SUMMARY OF OTHER COVERAGE

COVERAGE DESCRIPTION		PREMIUM
	Construction Project(s) - General Aggregate Limit (Per	

Commercial General Liability Schedule Total

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To report a claim, call your Agent or 1-800-362-0000

LCAOPPN0 001083 PAGE 24 OF 11/16/15 56502233 N0078679 INSURED COPY 260 26

BKA (16) 56 50 22 3

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Employee Benefits Liability Declarations -Revised

Basis: Claims Made

This insurance does not apply to any negligent act, error, or omission that occurs before the retroactive date 02/01/2015, if any shown. Read your coverage form carefully.



Named Insured Agent

UNFORGETTABLE COATINGS INC

(801) 937-6700

THE BUCKNER COMPANY

SUMMARY OF LIMITS AND CHARGES

Employees
Benefits
Liability
Limits of
Insurance

DESCRIPTIONLIMITEach Employee Limit1,000,000Aggregate Limit1,000,000

This Coverage is subject to a \$1,000. per claim deductible

Explanation of Charges

DESCRIPTION PREMIUM
Employee Benefits

Certified Acts of Terrorism Coverage

Total Advance Charges:

Note: This is not a bill

To report a claim, call your Agent or 1-800-362-0000

11/16/15 56502233 N0078679 260 LCAOPPNO INSURED COPY 001083 PAGE 25 OF 26

Policy Period:

From 02/01/2015 To 02/01/2016 12:01 am Standard Time at Insured Mailing Location

Employee Benefits Liability Declarations Schedule -Revised

Named Insured

UNFORGETTABLE COATINGS INC

(801) 937-6700 THE BUCKNER COMPANY

Agent

SUMMARY OF CLASSIFICATIONS - continued

Insured: UNFORGETTABLE COATINGS INC

CLASSIFICATION - 73124

Employee Benefits Liability - Claims Made

COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER Each	PREMIUM
Employee Benefits Liability Minimum Premium Adjustment	15 Employee(s)	.367	
		Total:	

Employee Benefits Liability Schedule Total

To report a claim, call your Agent or 1-800-362-0000

11/16/15 56502233 N0078679 LCAOPPN0 INSURED COPY 001083 260 PAGE 26 OF

Policy Change Endorsement

Policy Period:

From 02/01/2015 To 02/01/2016

Endorsement Period: From 08/11/2015 to 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Named Insured & Mailing Address

UNFORGETTABLE COATINGS INC 8906 Spanish Ridge Ave Ste 100 Attn Todd Newman Las Vegas, NV 89148

Agent Mailing Address & Phone No.

(801) 937-6700 THE BUCKNER COMPANY 6550 MILLROCK DR STE 300 SALT LAKE CITY, UT 84121-2331

CHANGES TO POLICY - TRANSACTION # 14

This Policy Change Endorsement Results In A Change In The Charges As Follows:

Endorsement Effective 08/11/2015 Additional Premium

Endorsement Effective 09/28/2015 Amended By Return Premium

Endorsement Effective 09/28/2015 Amended By Additional Premium

Total Additional Charges

Note: This is not a bill

Description of Change(s)

Location 2855 W 4610 S #210, Salt Lake City, UT 84119 is added with General Liability Class Code

Servicing Office and Issue Date

Denver Regional Office 11/16/15

To report a claim, call your Agent or 1-800-362-0000

DS 70 27 01 08 11/16/15 56502233

N0078679

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Authorized Representative

Policy Change Endorsement

BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

Endorsement Period: From 08/11/2015 to 02/01/2016 12:01 am Standard Time at Insured Mailing Location

Named Insured Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

63010 - Dwelling, Exposure 1

See The Revised Declarations and Declarations Schedule

Servicing Office and Issue Date

Denver Regional Office 11/16/15

Authorized Representative

DS 70 27 01 08 11/16/15 56502233

N0078679

260

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PAGE 2 OF 30

To report a claim, call your Agent or 1-800-362-0000

Policy Change Endorsement

Policy Period:

From 02/01/2015 To 02/01/2016

Endorsement Period:

From 08/11/2015 to 02/01/2016

12:01 am Standard Time at Insured Mailing Location



Named Insured

Agent

UNFORGETTABLE COATINGS INC

(801) 937-6700 THE BUCKNER COMPANY

OTHER NAMED INSUREDS

HOLDEN CONSTRUCTION LLC

SUMMARY OF LOCATIONS

0001 3977 W Oquendo Rd Ste G, Las Vegas, NV 89118-3049

0002 770 E Main St Ste 109, Lehi, UT 84043-2293

0003 8490 S POWER RD 105-185, GILBERT, AZ 85297

0004 2860 W 4570 S 289, WEST VALLEY CITY, UT 84119

0005 2860 W 4570 S 293, WEST VALLEY CITY, UT 84119

0006 2860 W 4570 S 294, WEST VALLEY CITY, UT 84119

0007 2855 W 4610 S 210, SALT LAKE CITY, UT 84119

POLICY FORMS AND ENDORSEMENTS

This section lists the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE
CG 00 01 04 13	Commercial General Liability Coverage Form - Occurrence
CG 01 86 12 04	Utah Changes
CG 03 00 01 96	Deductible Liability Insurance
CG 21 06 05 14	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And
	Data-Related Liability - With Limited Bodily Injury Exception

Servicing Office and Issue Date

Denver Regional Office

Authorized Representative

To report a claim, call your Agent or 1-800-362-0000

11/16/15

11/16/15

LCAOPPNO

Policy Change Endorsement

BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

Endorsement Period: From 08/11/2015 to 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Named Insured Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700

THE BUCKNER COMPANY

POLICY FORMS AND ENDORSEMENTS - CONTINUED

This section lists the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE
CG 21 47 12 07	Employment-Related Practices Exclusion
CG 21 65 12 04	Total Pollution Exclusion with a Building Heating, Cooling and Dehumidifying
	Equipment Exception and a Hostile Fire Exception
CG 21 67 12 04	Fungi or Bacteria Exclusion
CG 21 70 01 15	Cap on Losses from Certified Acts of Terrorism
CG 21 76 01 15	Exclusion of Punitive Damages Related to a Certified Act of Terrorism
CG 21 86 12 04	Exclusion - Exterior Insulation and Finish Systems
CG 21 96 03 05	Silica or Silica-Related Dust Exclusion
CG 22 79 04 13	Exclusion - Contractors - Professional Liability
CG 24 26 04 13	Amendment of Insured Contract Definition
CG 80 08 10 09	Employee Benefits Liability Coverage Form
CG 84 94 12 08	Exclusion - Consolidated Insurance Programs Wrap-Up
CG 84 99 01 12	Non-Cumulation Of Liability Limits Same Occurrence
CG 84 99 08 09	Non-Cumulation Liability Limits Same Occurrence
CG 88 10 04 13	Commercial General Liability Extension
CG 88 70 12 08	Construction Project(s)-General Aggregate Limit (Per Project)
CG 88 76 12 08	Exclusion - Earth Movement - Products/Completed Operations Hazard
CG 88 77 12 08	Medical Expense At Your Request Endorsement
CG 88 86 12 08	Exclusion - Asbestos Liability
CG 88 87 12 08	Exclusion - Lead Liability
CL 01 00 03 99	Common Policy Conditions
CL 01 76 01 05	Amendatory Endorsement - Nevada
CL 06 00 01 15	Certified Terrorism Loss
CL 07 00 10 06	Virus or Bacteria Exclusion

Servicing Office and Issue Date

Denver Regional Office

11/16/15

Authorized Representative

To report a claim, call your Agent or 1-800-362-0000

DS 70 27 01 08 11/16/15 56502233

N0078679

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Policy Change Endorsement

BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

Endorsement Period: From 08/11/2015 to 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Named Insured Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

POLICY FORMS AND ENDORSEMENTS - CONTINUED

This section lists the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE
CP 00 10 04 02	Building and Personal Property Coverage Form
CP 00 30 04 02	Business Income (and Extra Expense) Coverage Form
CP 00 90 07 88	Commercial Property Conditions
CP 01 27 03 96	Utah Changes
CP 01 40 07 06	Exclusion of Loss Due to Virus or Bacteria
CP 10 30 04 02	Causes of Loss - Special Form
CP 10 32 08 08	Water Exclusion Endorsement
CP 72 97 04 02	Equipment Breakdown Enhancement Endorsement - Special Form
CP 88 04 03 10	Removal Permit
CP 88 10 07 10	Property Extension Plus
IL 00 17 11 98	Common Policy Conditions
IL 00 21 09 08	Nuclear Energy Liability Exclusion Endorsement (Broad Form)
IL 01 10 09 07	Nevada Changes - Concealment, Misrepresentation or Fraud
IL 01 15 01 10	Nevada Changes - Domestic Partnership
IL 02 51 09 07	Nevada Changes - Cancellation and Nonrenewal
IL 02 58 12 14	Arizona Changes - Cancellation and Non-Renewal
IL 02 66 09 08	Utah Changes - Cancellation and Non-Renewal
IL 09 35 07 02	Exclusion of Certain Computer-Related Losses
IL 09 52 01 15	Cap On Losses From Certified Acts Of Terrorism
IL 88 36 01 15	Cap On Losses From Certified Acts Of Terrorism
IL 88 38 01 15	Exclusion of Punitive Damages Related to a Certified Act of Terrorism
IM 20 57 04 04	Amendatory Endorsement - Nevada
IM 70 03 04 04	Contractors' Equipment Coverage - Small Tools
IM 71 00 06 04	Installation Floater Coverage

Servicing Office and Issue Date

Denver Regional Office

11/16/15

Authorized Representative

To report a claim, call your Agent or 1-800-362-0000

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Commercial **Property Declarations** -Revised

(16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CHARGES

PREMIUM

Explanation of Charges

DESCRIPTION

Property Schedule Totals

Certified Acts of Terrorism Coverage

Total Advance Charges: Note: This is not a bill

To report a claim, call your Agent or 1-800-362-0000

INSURED COPY

Commercial

Declarations

American Fire and Casualty Company

Property

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Policy Period:

Named Insured

Agent

Schedule -Revised

UNFORGETTABLE COATINGS INC

(801) 937-6700

THE BUCKNER COMPANY

SUMMARY OF PROPERTY COVERAGES - BY LOCATION

Insurance at the described premises applies only for coverages for which a limit of insurance is shown. Optional coverages apply only when entries are made in this schedule.

0001 3977 W Oquendo Rd Ste G, Las Vegas, NV 89118-3049

Property

Characteristics

Description:

Construction: Masonry Non-Combustible

Your Business Personal Property Coverage

Occupancy: Painting - Exterior - Buildings or Structures - Three

Stories or Less in Height - Office

Description

Limit of Insurance - Replacement Cost

\$20,000 80%

Coinsurance

Special Form - Including Theft

Covered Causes of Loss

Deductible - All Covered Causes of Loss Unless Otherwise Stated

\$500

Premium

Equipment Breakdown Coverage

This Equipment Breakdown insurance applies to the coverages shown for this location. The Equipment Breakdown limit(s) of insurance and deductible are included in, and not in addition to, the limits and deductible shown for the Building, Your Business Personal Property, Your Business Personal Property of Others, Tenants Improvements and Betterments, Business Income and Extra Expense, Business Income Without Extra Expense, and Extra Expense coverages.

Premium

To report a claim, call your Agent or 1-800-362-0000

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial **Property**

Declarations Schedule -Revised

Named Insured

UNFORGETTABLE COATINGS INC

THE BUCKNER COMPANY

SUMMARY OF PROPERTY COVERAGES - BY LOCATION

0002 770 E Main St Ste 109, Lehi, UT 84043-2293

Property

Characteristics

Description:

Construction: Non-Combustible

Your Business Personal Property Coverage

Occupancy: Painting - Exterior - Buildings or Structures - Three

Stories or Less in Height - Office

Description

Limit of Insurance - Replacement Cost \$5,300 Coinsurance 80%

Covered Causes of Loss

Special Form - Including Theft

Deductible - All Covered Causes of Loss Unless Otherwise Stated \$500

Premium

Business Income and Extra Expense Coverage

Description

Limit of Insurance - Including Rental Value \$250,000 Coinsurance 80%

Covered Causes of Loss

Premium

Breakdown Coverage

Equipment

To report a claim, call your Agent or 1-800-362-0000

Policy Period:

Agent













Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial **Property**

Declarations Schedule -Revised

Named Insured

Agent

UNFORGETTABLE COATINGS INC

(801) 937-6700

THE BUCKNER COMPANY

SUMMARY OF PROPERTY COVERAGES - BY LOCATION

This Equipment Breakdown insurance applies to the coverages shown for this location. The Equipment Breakdown limit(s) of insurance and deductible are included in, and not in addition to, the limits and deductible shown for the Building, Your Business Personal Property, Your Business Personal Property of Others, Tenants Improvements and Betterments, Business Income and Extra Expense, Business Income Without Extra Expense, and Extra Expense coverages.

Premium

SUMMARY OF OTHER PROPERTY COVERAGES

Property Extension	Description Property Extension Plus		
Endorsement		Premium	
Commercial Pro	perty Schedule Total:		

To report a claim, call your Agent or 1-800-362-0000

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BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial Inland Marine Declarations -Revised

Named Insured

UNFORGETTABLE COATINGS INC

INSURANCE

Agent

(801) 937-6700



Explanation of Charges

DESCRIPTION

PREMIUM

Commercial Inland Marine Schedule Totals

Certified Acts of Terrorism Coverage

Total Advance Charges:

Note: This is not a bill

To report a claim, call your Agent or 1-800-362-0000

THE BUCKNER COMPANY

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial Inland Marine Declarations Schedule -Revised

Named Insured

UNFORGETTABLE COATINGS INC

(801) 937-6700 THE BUCKNER COMPANY

Limit

10,000

INSTALLATION FLOATER COVERAGE

Agent

PROPERTY COVERED

(X) Blanket Coverage

Jobsite Limit -- The most "we" pay for

loss to any one "jobsite" is:

	mit The most "we" pay for coccurrence is:	\$10,000	
() Scheduled L	ocations Coverage		
Loc.			
No.	Location	Limit	\$
	mit The most "we" pay for coccurrence is:	\$	\$
COVERAGE EXT	ENSIONS		
Additional Debris	s Removal Expenses	\$5,000	
Emergency Remo	oval	10 days	
Limited Fungus (Coverage	\$15,000	
SUPPLEMENTAI	. COVERAGES		
Contract Penalty		\$5,000	
Pollutant Cleanup	and Removal	\$10,000	
Sewer Backup Co	overage	\$5,000	
Storage Locations	3	\$5,000	
Testing		\$5,000	
Transit		\$5,000	

To report a claim, call your Agent or 1-800-362-0000

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INSURED COPY 11/16/15 56502233 N0078679 LCAOPPN0 001084 260 PAGE 12 OF 30

(16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial Inland Marine Declarations Schedule -Revised

Named Insured

UNFORGETTABLE COATINGS INC

INSURANCE

Agent

(801) 937-6700 THE BUCKNER COMPANY



SUPPLEMENTAL COVERAGES (cont)	
Earthquake Coverage	
Earthquake Limit The most "we" pay for loss to any one building or structure is:	\$
	· ———
Earthquake Catastrophe Limit The most "we" pay for loss in any one occurrence is:	\$
Flood Coverage	Ψ
Flood Limit The most "we" pay	
for loss to any one building or	
structure is:	\$
Flood Catastrophe Limit The most	
"we" pay for loss in any one occurrence is:	\$
DEDUCTIBLE	
Deductible Amount	\$500
	Deductible Amount
() Earthquake Coverage	\$
() Flood Coverage	\$
() Sewer Backup Coverage	\$
COINSURANCE	
() Not Applicable	

(X) 100%

() Other_

To report a claim, call your Agent or 1-800-362-0000

() 80%

() 90%

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IM 7008 01 12

BKA (16) 56 50 22 33

SCHEDULE OF COVERAGES CONTRACTORS' EQUIPMENT SMALL TOOLS FLOATER

(The entries required to complete this schedule will be shown below or on the "schedule of coverages".)

		"Lir	nit"
Your Tools Limit The most "we" pa for loss to any one "tool" "you" own	•	\$	2,500
Check if applicable:			
[] Employee Tool Limit The most pay for loss to any one employee		\$	
[x] Leased/Rented Tool Limit The reward we" pay for loss to any one "too lease or rent is:		\$	2,500
Catastrophe Limit The most "we" p to all tools in any one occurrence is:	pay for loss	\$	70,000
VALUATION Actual Cash Value			
DEDUCTIBLE			
Deductible Amount	\$	1,000	

ADDITIONAL INFORMATION

BKA

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Declarations -Revised

Basis: Occurrence

Named Insured

Agent

UNFORGETTABLE COATINGS INC

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF LIMITS AND CHARGES

Commercial
General
Liability
Limits of
Insurance

DESCRIPTION	LIMIT
Each Occurrence Limit	1,000,000
Damage To Premises Rented To You Limit (Any One Premises)	300,000
Medical Expense Limit (Any One Person)	15,000
Personal and Advertising Injury Limit	1,000,000
General Aggregate Limit (Other than Products - Completed Operations)	2,000,000
Products - Completed Operations Aggregate Limit	2,000,000

Explanation of Charges

DESCRIPTION General Liability Schedule Totals Certified Acts of Terrorism Coverage

Total Advance Charges:

Note: This is not a bill

PREMIUM



To report a claim, call your Agent or 1-800-362-0000

11/16/15 N0078679 LCAOPPN0 56502233 260

BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Schedule -Revised **Declarations**

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION

0003 8490 S POWERRD 105-185, GILBERT, AZ 85297

Insured: UNFORGETTABLE COATINGS INC

CLASSIFICATION - 98305

Painting - Interior - Buildings Or Structures

COVERAGE DESCRIPTION	PREMIUM BASED ON - Executive Officers	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Payroll - if any	6.995	
	Total:		
Products/Completed Operations		4.300	
	Total:		

CLASSIFICATION - 98305

Painting - Interior - Buildings Or Structures

COVERAGE DESCRIPTION	PREMIUM BASED ON - Employees Payroll	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Payroll - if any	6.995	
	Total:		
Products/Completed Operations		4.300	

Total:

To report a claim, call your Agent or 1-800-362-0000

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Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Schedule -Revised **Declarations**

Named Insured

UNFORGETTABLE COATINGS INC

INSURANCE

Agent

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION

CLASSIFICATION - 91581

Contractors - Subcontracted Work - In Connection With Construction, Reconstruction, Erection or Repair -

Not Buildings

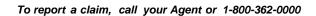
PREMIUM BASED ON -	RATED / PER 1,000	PREMIUM
Dollars Of Total Cost - if any	4.926	
To	tal:	
	3.731	
To	tal:	
	Dollars Of Total Cost - if any To	PREMIUM BASED ON - 1,000 Dollars Of Total Cost - if any 4.926 Total:

CLASSIFICATION - 91585

Contractors - Subcontracted Work - In Connection With Construction, Reconstruction, Repair or Erection Of **Buildings NOC**

COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Total Cost - if any	3.081	
	To	tal:	
Products/Completed Operations		1.730	
	T.	.t1.	

Total:





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BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Schedule -Revised **Declarations**

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

CLASSIFICATION - 98304

Painting - Exterior - Buildings Or Structures - Three

Stories Or Less In Height NOC

COVERAGE DESCRIPTION	PREMIUM BASED ON - Executive Officers	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Payroll - if any	12.935	
	Total:		
Products/Completed Operations		6.504	
	Total:		
CLASSIFICATION - 98304			

Painting - Exterior - Buildings Or Structures - Three

Stories Or Less In Height NOC

COVERAGE DESCRIPTION	PREMIUM BASED ON - Employees Payroll	RATED / PER 1,000	PREMIUM
Premise/Operations	24,000 Dollars Of Payroll	12.935	
	Total:		
Products/Completed Operations		6.504	
_	Total:		

To report a claim, call your Agent or 1-800-362-0000

LCAOPPN0 001084 11/16/15 56502233 N0078679 260 INSURED COPY PAGE 18 OF

BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Declarations Schedule -Revised

Named Insured

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700

Agent

THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

0001 3977 W Oquendo Rd Ste G, Las Vegas, NV 89118-3049

Insured: UNFORGETTABLE COATINGS INC

CLASSIFICATION - 98304

Painting - Exterior - Buildings Or Structures - Three

Stories Or Less In Height NOC

COVERAGE DESCRIPTION	PREMIUM BASED ON - Executive Officers	RATED / PER 1,000	PREMIUM
Premise/Operations	29,300 Dollars Of Payroll	17.710	
	Total:		
Products/Completed Operations		8.770	
	Total:		

CLASSIFICATION - 98304

Painting - Exterior - Buildings Or Structures - Three

Stories Or Less In Height NOC

COVERAGE DESCRIPTION	PREMIUM BASED ON - Employees Payroll	RATED / PER 1,000	PREMIUM
Premise/Operations	970,700 Dollars Of Payroll	17.710	
	Total:		
Products/Completed Operations		8.770	
-	Total:		

To report a claim, call your Agent or 1-800-362-0000

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Commercial General Liability Schedule -Revised **Declarations**

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

CLASSIFICATION - 91581

Contractors - Subcontracted Work - In Connection With Construction, Reconstruction, Erection or Repair -Not Buildings

COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Total Cost - if any	4.680	
	To	otal:	
Products/Completed Operations		3.544	
	Te	otal:	

CLASSIFICATION - 91585

Contractors - Subcontracted Work - In Connection With Construction, Reconstruction, Repair or Erection Of **Buildings NOC**

COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Total Cost - if any	2.927	
	Tot	tal:	
Products/Completed Operations		1.643	
	Tr.	T.	

Total:

To report a claim, call your Agent or 1-800-362-0000

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BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Declarations Schedule -Revised

Named Insured

UNFORGETTABLE COATINGS INC

INSURANCE

Agent

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

CLASSIFICATION - 98305

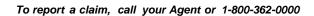
Painting - Interior - Buildings Or Structures

COVERAGE DESCRIPTION	PREMIUM BASED ON - Executive Officers	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Payroll - if any	9.817	
	Total:		
Products/Completed Operations		5.919	
	Total:		
CLASSIFICATION - 98305			

Painting - Interior - Buildings Or Structures

COVERAGE DESCRIPTION	F PREMIUM BASED ON - Employees Payroll	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Payroll - if any	9.817	
	Total:		
Products/Completed Operations		5.919	

Total:



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Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Schedule -Revised **Declarations**

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

0002 770 E Main St Ste 109, Lehi, UT 84043-2293

Insured: UNFORGETTABLE COATINGS INC

CLASSIFICATION - 98305

Painting - Interior - Buildings Or Structures

00D 11 10
s Of Payroll - if any 7.446
Total:
3.482
Total:

CLASSIFICATION - 98305

Painting - Interior - Buildings Or Structures

COVERAGE DESCRIPTION	PREMIUM BASED ON - Employees Payroll	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Payroll - if any	7.446	
	Total:		
Products/Completed Operations		3.482	
	m		

Total:

To report a claim, call your Agent or 1-800-362-0000

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BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Declarations Schedule -Revised

Named Insured

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700

Agent

THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

CLASSIFICATION - 98304

Painting - Exterior - Buildings Or Structures - Three

Stories Or Less In Height NOC

Stories Or Less In Height NOC

COVERAGE DESCRIPTION	PREMIUM BASED ON - Executive Officers	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Payroll - if any	12.411	
	Total:		
Products/Completed Operations		6.567	
	Total:		

COVERAGE DESCRIPTION	PREMIUM BASED ON - Empl	loyees Payroll	RATED / PER 1,000	PREMIUM
Premise/Operations	500,000 Dollars Of Payroll		12.411	
		Total:		
Products/Completed Operations			6.567	
		Total:		

To report a claim, call your Agent or 1-800-362-0000

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Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Schedule -Revised **Declarations**

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

0001 3977 W Oquendo Rd Ste G, Las Vegas, NV 89118-3049

Insured: UNFORGETTABLE COATINGS INC

CLASSIFICATION - 98303

Painting - Exterior - Buildings Or Structures - Exceeding

Three Stories In Height NOC

COVERAGE DESCRIPTION	PREMIUM BASED ON - Executive Officers	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Payroll - if any	63.685	
	Total:		
Products/Completed Operations		38.177	
	Total:		
CLASSIFICATION - 98303			

Painting - Exterior - Buildings Or Structures - Exceeding

Three Stories In Height NOC

COVERAGE DESCRIPTION	PREMIUM BASED ON - Employees Pay	RATED / PER roll 1,000	PREMIUM
Premise/Operations	60,000 Dollars Of Payroll	63.685	
	Tota	al:	_
Products/Completed Operations		38.177	
	Total	al:	

To report a claim, call your Agent or 1-800-362-0000

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BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Declarations Schedule -Revised

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

0004 2860 W 4570 S 289, WEST VALLEY CITY, UT 84119

Insured: UNFORGETTABLE COATINGS INC

CLASSIFICATION - 63010

Dwellings - One-Family - (Lessor's Risk Only)

Products-Completed Operations Are Subject To The General

Aggregate Limit.

COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER Each	PREMIUM
Premise/Operations	1 Dwelling(s)	56.250	
		Total:	

0005 2860 W 4570 S 293, WEST VALLEY CITY, UT 84119

Insured: UNFORGETTABLE COATINGS INC

CLASSIFICATION - 63010

Dwellings - One-Family - (Lessor's Risk Only)

Products-Completed Operations Are Subject To The General

Aggregate Limit.

COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER EACH	PREMIUM
Premise/Operations	1 Dwelling(s)	56.250	
-		Total:	

To report a claim, call your Agent or 1-800-362-0000

11/16/15 56502233 N0078679 260 LCAOPPNO INSURED COPY 001084 PAGE 25 OF



BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Schedule -Revised **Declarations**

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

0006 2860 W 4570 S 294, WEST VALLEY CITY, UT 84119

Insured: UNFORGETTABLE COATINGS INC

CLASSIFICATION - 63010

Dwellings - One-Family - (Lessor's Risk Only)

Products-Completed Operations Are Subject To The General

Aggregate Limit.

COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER EACH	PREMIUM
Premise/Operations	1 Dwelling(s)	56.250	
		Total:	

2855 W 4610 S 210, SALTLAKECITY, UT 84119 0007

Insured: UNFORGETTABLE COATINGS INC

CLASSIFICATION - 63010

Dwellings - One-Family - (Lessor's Risk Only)

Products-Completed Operations Are Subject To The General

Aggregate Limit.

COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER EACH	PREMIUM
Premise/Operations	1 Number of Dwellings	56.250	
		Total:	

To report a claim, call your Agent or 1-800-362-0000

LCAOPPN0 11/16/15 56502233 N0078679 INSURED COPY 001084 PAGE 26 OF 260

BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability

Declarations Schedule -Revised

Named Insured

UNFORGETTABLE COATINGS INC

INSURANCE

Agent (801) 937-6700

THE BUCKNER COMPANY

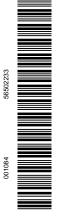
SUMMARY OF OTHER COVERAGE

COVERAGE DESCRIPTION

Construction Project(s) - General Aggregate Limit (Per

Project)

Commercial General Liability Schedule Total



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To report a claim, call your Agent or 1-800-362-0000

11/16/15 56502233 N0078679 260 LCAOPPNO INSURED COPY 001084 PAGE 27 OF 3

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BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Employee Benefits Liability Declarations -Revised

Basis: Claims Made

This insurance does not apply to any negligent act, error, or omission that occurs before the retroactive date 02/01/2015, if any shown. Read your coverage form carefully.



Named Insured Agent

UNFORGETTABLE COATINGS INC

(801) 937-6700

THE BUCKNER COMPANY

SUMMARY OF LIMITS AND CHARGES

Employees
Benefits
Liability
Limits of
Insurance

DESCRIPTIONLIMITEach Employee Limit1,000,000Aggregate Limit1,000,000

This Coverage is subject to a \$1,000. per claim deductible

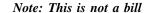
Explanation of Charges

DESCRIPTION PREMIUM

Employee Benefits

Certified Acts of Terrorism Coverage

Total Advance Charges:



To report a claim, call your Agent or 1-800-362-0000

11/16/15 56502233 N0078679 260 LCAOPPNO INSURED COPY 001084 PAGE 29 OF 3

Employee Benefits Liability Declarations Schedule -Revised BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Named Insured Agent

UNFORGETTABLE COATINGS INC (801) 937-6700

THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - continued

Insured: UNFORGETTABLE COATINGS INC

CLASSIFICATION - 73124

Employee Benefits Liability - Claims Made

COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER Each	PREMIUM
Employee Benefits Liability Minimum Premium Adjustment	15 Employee(s)	.367	
		Total:	

Employee Benefits Liability Schedule Total

To report a claim, call your Agent or 1-800-362-0000

11/16/15 56502233 N0078679 LCAOPPN0 **INSURED COPY** 001084 260 PAGE 30 OF

Policy Change Endorsement

Policy Period:

From 02/01/2015 To 02/01/2016

Endorsement Period: From 09/28/2015 to 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Named Insured & Mailing Address

UNFORGETTABLE COATINGS INC 8906 Spanish Ridge Ave Ste 100 Attn Todd Newman Las Vegas, NV 89148

Agent Mailing Address & Phone No.

(801) 937-6700 THE BUCKNER COMPANY 6550 MILLROCK DR STE 300 SALT LAKE CITY, UT 84121-2331

CHANGES TO POLICY - TRANSACTION # 10

This Policy Change Endorsement Results In A Change In The Charges As Follows:

Additional Premium

Total Additional Charges



Note: This is not a bill

Description of Change(s)

Limits/Exposures

Added Location 2855 W 4610 S #210, Salt Lake City UT 84119. Added GL class 63010 -1 Dwelling. See The Revised Declarations and Declarations Schedule

Servicing Office and Issue Date

Denver Regional Office

Authorized Representative

To report a claim, call your Agent or 1-800-362-0000

DS 70 27 01 08 10/07/15 56502233

N0151434

260

LCAFPPNO

INSURED COPY

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10/07/15

Policy Change Endorsement

BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

Endorsement Period: From 09/28/2015 to 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Named Insured	Agent
UNFORGETTABLE COATINGS INC	(801) 937-6700 THE BUCKNER COMPANY

OTHER NAMED INSUREDS

HOLDEN CONSTRUCTION LLC

SUMMARY OF LOCATIONS

0001 3977 W Oquendo Rd Ste G, Las Vegas, NV 89118-3049

0002 770 E Main St Ste 109, Lehi, UT 84043-2293

0003 8490 S POWER RD 105-185, GILBERT, AZ 85297

0004 2860 W 4570 S 289, WEST VALLEY CITY, UT 84119

0005 2860 W 4570 S 293, WEST VALLEY CITY, UT 84119

0006 2860 W 4570 S 294, WEST VALLEY CITY, UT 84119

0008 2855 W 4610 S 210, SALT LAKE CITY, UT 84119

POLICY FORMS AND ENDORSEMENTS

This section lists the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE
CG 00 01 04 13	Commercial General Liability Coverage Form - Occurrence
CG 01 86 12 04	Utah Changes
CG 03 00 01 96	Deductible Liability Insurance
CG 21 06 05 14	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And
	Data-Related Liability - With Limited Bodily Injury Exception

Servicing Office and Issue Date

Denver Regional Office

10/07/15

Authorized Representative

To report a claim, call your Agent or 1-800-362-0000

DS 70 27 01 08 10/07/15 56502233

N0151434

260

LCAFPPNO

INSURED COPY

000574

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Policy Change Endorsement

BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

Endorsement Period:

From 09/28/2015 to 02/01/2016

12:01 am Standard Time

Named Insured

Agent

UNFORGETTABLE COATINGS INC

(801) 937-6700 THE BUCKNER COMPANY

POLICY FORMS AND ENDORSEMENTS - CONTINUED

This section lists the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE
CG 21 47 12 07	Employment-Related Practices Exclusion
CG 21 65 12 04	Total Pollution Exclusion with a Building Heating, Cooling and Dehumidifying
	Equipment Exception and a Hostile Fire Exception
CG 21 67 12 04	Fungi or Bacteria Exclusion
CG 21 70 01 15	Cap on Losses from Certified Acts of Terrorism
CG 21 76 01 15	Exclusion of Punitive Damages Related to a Certified Act of Terrorism
CG 21 86 12 04	Exclusion - Exterior Insulation and Finish Systems
CG 21 96 03 05	Silica or Silica-Related Dust Exclusion
CG 22 79 04 13	Exclusion - Contractors - Professional Liability
CG 24 26 04 13	Amendment of Insured Contract Definition
CG 80 08 10 09	Employee Benefits Liability Coverage Form
CG 84 94 12 08	Exclusion - Consolidated Insurance Programs Wrap-Up
CG 84 99 01 12	Non-Cumulation Of Liability Limits Same Occurrence
CG 84 99 08 09	Non-Cumulation Liability Limits Same Occurrence
CG 88 10 04 13	Commercial General Liability Extension
CG 88 70 12 08	Construction Project(s)-General Aggregate Limit (Per Project)
CG 88 76 12 08	Exclusion - Earth Movement - Products/Completed Operations Hazard
CG 88 77 12 08	Medical Expense At Your Request Endorsement
CG 88 86 12 08	Exclusion - Asbestos Liability
CG 88 87 12 08	Exclusion - Lead Liability
CL 01 00 03 99	Common Policy Conditions
CL 01 76 01 05	Amendatory Endorsement - Nevada
CL 06 00 01 15	Certified Terrorism Loss
CL 07 00 10 06	Virus or Bacteria Exclusion

Servicing Office and Issue Date

Denver Regional Office 10/07/15

Authorized Representative

To report a claim, call your Agent or 1-800-362-0000

DS 70 27 01 08 10/07/15 56502233

N0151434

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PAGE

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at Insured Mailing Location



INSURANCE

American Fire and Casualty Company

Policy Change Endorsement

BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

Endorsement Period:

From 09/28/2015 to 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Named Insured Agent

UNFORGETTABLE COATINGS INC

(801) 937-6700

THE BUCKNER COMPANY

POLICY FORMS AND ENDORSEMENTS - CONTINUED

This section lists the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE
CP 00 10 04 02	Building and Personal Property Coverage Form
CP 00 30 04 02	Business Income (and Extra Expense) Coverage Form
CP 00 90 07 88	Commercial Property Conditions
CP 01 27 03 96	Utah Changes
CP 01 40 07 06	Exclusion of Loss Due to Virus or Bacteria
CP 10 30 04 02	Causes of Loss - Special Form
CP 10 32 08 08	Water Exclusion Endorsement
CP 72 97 04 02	Equipment Breakdown Enhancement Endorsement - Special Form
CP 88 04 03 10	Removal Permit
CP 88 10 07 10	Property Extension Plus
IL 00 17 11 98	Common Policy Conditions
IL 00 21 09 08	Nuclear Energy Liability Exclusion Endorsement (Broad Form)
IL 01 10 09 07	Nevada Changes - Concealment, Misrepresentation or Fraud
IL 01 15 01 10	Nevada Changes - Domestic Partnership
IL 02 51 09 07	Nevada Changes - Cancellation and Nonrenewal
IL 02 58 12 14	Arizona Changes - Cancellation and Non-Renewal
IL 02 66 09 08	Utah Changes - Cancellation and Non-Renewal
IL 09 35 07 02	Exclusion of Certain Computer-Related Losses
IL 09 52 01 15	Cap On Losses From Certified Acts Of Terrorism
IL 88 36 01 15	Cap On Losses From Certified Acts Of Terrorism
IL 88 38 01 15	Exclusion of Punitive Damages Related to a Certified Act of Terrorism
IM 20 57 04 04	Amendatory Endorsement - Nevada
IM 70 03 04 04	Contractors' Equipment Coverage - Small Tools
IM 71 00 06 04	Installation Floater Coverage

Servicing Office and Issue Date

Denver Regional Office

10/07/15

Authorized Representative

To report a claim, call your Agent or 1-800-362-0000

DS 70 27 01 08 10/07/15 56502233

N0151434

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PAGE 4 OF

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial **Property Declarations** -Revised

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CHARGES

Explanation of Charges

DESCRIPTION

Property Schedule Totals

Certified Acts of Terrorism Coverage

Total Advance Charges:

Note: This is not a bill

PREMIUM



To report a claim, call your Agent or 1-800-362-0000

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial **Property**

Declarations Schedule -Revised

Named Insured

Agent

UNFORGETTABLE COATINGS INC

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF PROPERTY COVERAGES - BY LOCATION

Insurance at the described premises applies only for coverages for which a limit of insurance is shown. Optional coverages apply only when entries are made in this schedule.

0001 3977 W Oquendo Rd Ste G, Las Vegas, NV 89118-3049

Property

Characteristics

Description:

Construction: Masonry Non-Combustible

Your Business Personal Property Coverage

Occupancy: Painting - Exterior - Buildings or Structures - Three

Stories or Less in Height - Office

Description

Limit of Insurance - Replacement Cost

Coinsurance

Covered Causes of Loss

Special Form - Including Theft

Deductible - All Covered Causes of Loss Unless Otherwise Stated \$500

Premium

Equipment Breakdown Coverage

This Equipment Breakdown insurance applies to the coverages shown for this location. The Equipment Breakdown limit(s) of insurance and deductible are included in, and not in addition to, the limits and deductible shown for the Building, Your Business Personal Property, Your Business Personal Property of Others, Tenants Improvements and Betterments, Business Income and Extra Expense, Business Income Without Extra Expense, and Extra Expense coverages.

Premium

To report a claim, call your Agent or 1-800-362-0000

0F 28

\$20,000

80%

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial **Property**

Declarations Schedule -Revised

Named Insured

UNFORGETTABLE COATINGS INC

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF PROPERTY COVERAGES - BY LOCATION

0002 770 E Main St Ste 109, Lehi, UT 84043-2293

Property

Characteristics

Description:

Construction: Non-Combustible

Your Business Personal Property Coverage

Occupancy: Painting - Exterior - Buildings or Structures - Three

Stories or Less in Height - Office

Description

Limit of Insurance - Replacement Cost \$5,300 Coinsurance 80%

Special Form - Including Theft

Covered Causes of Loss

Deductible - All Covered Causes of Loss Unless Otherwise Stated \$500

Premium

Business Income and Extra Expense Coverage

Description

Limit of Insurance - Including Rental Value \$250,000 80%

Coinsurance

Covered Causes of Loss

Special Form - Including Theft

Premium

To report a claim, call your Agent or 1-800-362-0000

DS 70 23 01 08

Equipment Breakdown Coverage

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PAGE

Agent

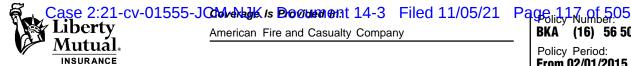


10/07/15

56502233

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BKA

Policy Period:

From 02/01/2015 To 02/01/2016 12:01 am Standard Time

at Insured Mailing Location

Commercial **Property**

Declarations Schedule -Revised

Named Insured

UNFORGETTABLE COATINGS INC

(801) 937-6700

Agent

THE BUCKNER COMPANY

SUMMARY OF PROPERTY COVERAGES - BY LOCATION

This Equipment Breakdown insurance applies to the coverages shown for this location. The Equipment Breakdown limit(s) of insurance and deductible are included in, and not in addition to, the limits and deductible shown for the Building, Your Business Personal Property, Your Business Personal Property of Others, Tenants Improvements and Betterments, Business Income and Extra Expense, Business Income Without Extra Expense, and Extra Expense coverages.

Premium



SUMMARY OF OTHER PROPERTY COVERAGES

Property Description Extension Property Extension Plus **Endorsement** Premium

Commercial Property Schedule Total:

To report a claim, call your Agent or 1-800-362-0000

BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial Inland Marine Declarations -Revised

Named Insured

UNFORGETTABLE COATINGS INC

INSURANCE

Agent

(801) 937-6700

THE BUCKNER COMPANY



Explanation of Charges

DESCRIPTION

PREMIUM

Commercial Inland Marine Schedule Totals

Certified Acts of Terrorism Coverage

Total Advance Charges:

Note: This is not a bill

To report a claim, call your Agent or 1-800-362-0000

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial Inland Marine Declarations Schedule -Revised

Named Insured

Agent

UNFORGETTABLE COATINGS INC

(801) 937-6700 THE BUCKNER COMPANY

Limit

INSTALLATION FLOATER COVERAGE

PROPERTY COVERED

(X) Blanket Coverage

Jobsite Limit The most "we" pay for loss to any one "jobsite" is:	\$10,000
Catastrophe Limit The most "we" pay for loss to any one occurrence is:	\$10,00 <u>0</u>
() Scheduled Locations Coverage	
Loc.	
No. Location	Limit \$
Catastrophe Limit The most "we" pay for loss to any one occurrence is:	\$
COVERAGE EXTENSIONS	
Additional Debris Removal Expenses	\$5,000
Emergency Removal	days
Limited Fungus Coverage	\$ <u>15,000</u>
SUPPLEMENTAL COVERAGES	
Contract Penalty	\$5,000
Pollutant Cleanup and Removal	\$10,000
Sewer Backup Coverage	\$5,000
Storage Locations	\$5,00 <u>0</u>
Testing	\$5,000
Transit	\$5,000

To report a claim, call your Agent or 1-800-362-0000

IM 71 05 04 04

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial Inland Marine Declarations Schedule -Revised

Named Insured

UNFORGETTABLE COATINGS INC

Agent

(801) 937-6700 THE BUCKNER COMPANY



SUPPLEMENTAL COVERAGES (cont) Earthquake Coverage Earthquake Limit -- The most "we" pay for loss to any one building or structure is: Earthquake Catastrophe Limit -- The most "we" pay for loss in any one occurrence is: Flood Coverage Flood Limit -- The most "we" pay for loss to any one building or structure is: Flood Catastrophe Limit -- The most "we" pay for loss in any one occurrence is: **DEDUCTIBLE** Deductible Amount \$ 500 Deductible Amount () Earthquake Coverage () Flood Coverage () Sewer Backup Coverage COINSURANCE () Not Applicable

To report a claim, call your Agent or 1-800-362-0000

() 80%

IM 71 05 04 04

10/07/15

56502233

N0151434

260

() 90%

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PAGE 11 OF

(X) 100%

() Other %

AAIS IM 7008 01 12 Page 1 of 1 BKA (16) 56 50 22 33

SCHEDULE OF COVERAGES CONTRACTORS' EQUIPMENT SMALL TOOLS FLOATER

(The entries required to complete this schedule will be shown below or on the "schedule of coverages".)

		"Limit"
Your Tools Limit The most "we" particular for loss to any one "tool" "you" own	•	\$ 2,500
Check if applicable:		
[] Employee Tool Limit The most pay for loss to any one employee		\$
[x] Leased/Rented Tool Limit The "we" pay for loss to any one "too lease or rent is:		\$ 2,500
Catastrophe Limit The most "we" to all tools in any one occurrence is:	pay for loss	\$ 70,000
VALUATION Actual Cash Value		
DEDUCTIBLE		
Deductible Amount	\$ 1,	000

ADDITIONAL INFORMATION

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Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Declarations -Revised

Basis: Occurrence

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF LIMITS AND CHARGES

Commercial
General
Liability
Limits of
Insurance

DESCRIPTION	LIMIT
Each Occurrence Limit	1,000,000
Damage To Premises Rented To You Limit (Any One Premises)	300,000
Medical Expense Limit (Any One Person)	15,000
Personal and Advertising Injury Limit	1,000,000
General Aggregate Limit (Other than Products - Completed Operations)	2,000,000
Products - Completed Operations Aggregate Limit	2,000,000

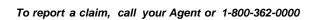
Explanation of Charges

DESCRIPTION General Liability Schedule Totals Certified Acts of Terrorism Coverage

Total Advance Charges:

Note: This is not a bill

PREMIUM



10/07/15

56502233

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PAGE 13 OF 28

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Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Declarations Schedule -Revised

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION

0003 8490 S POWERRD 105-185, GILBERT, AZ 85297

Insured: UNFORGETTABLE COATINGS INC

CLASSIFICATION - 98305

Painting - Interior - Buildings Or Structures

PREMIUM BASED ON - Executive Officers	RATED / PER 1,000	PREMIUM
Dollars Of Payroll - if any	6.995	
Total:		
	4.300	
Total:		
	Dollars Of Payroll - if any Total:	PREMIUM BASED ON - Executive Officers 1,000 Dollars Of Payroll - if any 6.995 Total: 4.300

CLASSIFICATION - 98305

Painting - Interior - Buildings Or Structures

COVERAGE DESCRIPTION	PREMIUM BASED ON - Employees Payroll	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Payroll - if any	6.995	
	Total:		
Products/Completed Operations		4.300	

Total:

To report a claim, call your Agent or 1-800-362-0000

10/07/15 56502233 N0151434 260 LCAFPPNO INSURED COPY 000574 PAGE 14 OF 28

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Schedule -Revised **Declarations**

Named Insured

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700

Agent

THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION

CLASSIFICATION - 91581

Contractors - Subcontracted Work - In Connection With Construction, Reconstruction, Erection or Repair -Not Buildings

COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Total Cost - if any	4.926	
	To	otal:	
Products/Completed Operations		3.731	
	Te	otal:	

CLASSIFICATION - 91585

Contractors - Subcontracted Work - In Connection With Construction, Reconstruction, Repair or Erection Of **Buildings NOC**

COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Total Cost - if any	3.081	
	Te	otal:	
Products/Completed Operations		1.730	
		. 1	

Total:





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BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Declarations Schedule -Revised

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

CLASSIFICATION - 98304

Painting - Exterior - Buildings Or Structures - Three

Stories Or Less In Height NOC

COVERAGE DESCRIPTION	PREMIUM BASED ON - Executive Officers	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Payroll - if any	12.935	
	Total:		
Products/Completed Operations		6.504	
	Total:		
CLASSIFICATION - 98304			

Painting - Exterior - Buildings Or Structures - Three

Stories Or Less In Height NOC

COVERAGE DESCRIPTION	PREMIUM BASED ON -	Employees Payroll	RATED / PER 1,000	PREMIUM
Premise/Operations	24,000 Dollars Of Pay	vroll	12.935	
		Total:		
Products/Completed Operations			6.504	
		Total:		

To report a claim, call your Agent or 1-800-362-0000

10/07/15 56502233 N0151434 260 LCAFPPNO INSURED COPY 000574 PAGE 16 OF 28

BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Declarations Schedule -Revised

Named Insured

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700

Agent

THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

0001 3977 W Oquendo Rd Ste G, Las Vegas, NV 89118-3049

Insured: UNFORGETTABLE COATINGS INC

CLASSIFICATION - 98304

Painting - Exterior - Buildings Or Structures - Three

Stories Or Less In Height NOC

COVERAGE DESCRIPTION	PREMIUM BASED ON - Executive Officers	RATED / PER 1,000	PREMIUM
Premise/Operations	29,300 Dollars Of Payroll	17.710	
	Total:		
Products/Completed Operations		8.770	
	Total:		

CLASSIFICATION - 98304

Painting - Exterior - Buildings Or Structures - Three

Stories Or Less In Height NOC

COVERAGE DESCRIPTION	PREMIUM BASED ON - Employees Payroll	RATED / PER 1,000	PREMIUM
Premise/Operations	970,700 Dollars Of Payroll	17.710	
	Total:		
Products/Completed Operations		8.770	
	Total:		

To report a claim, call your Agent or 1-800-362-0000

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Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Declarations Schedule -Revised

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

CLASSIFICATION - 91581

Contractors - Subcontracted Work - In Connection With Construction, Reconstruction, Erection or Repair - Not Buildings

COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Total Cost - if any	4.680	
	To	otal:	
Products/Completed Operations		3.544	
	To	otal:	

CLASSIFICATION - 91585

Contractors - Subcontracted Work - In Connection With Construction, Reconstruction, Repair or Erection Of Buildings NOC

COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Total Cost - if any	2.927	
	To	otal:	
Products/Completed Operations		1.643	
	To	otal:	

To report a claim, call your Agent or 1-800-362-0000

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BKA (16) 56 50 22 3

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Declarations Schedule -Revised

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

CLASSIFICATION - 98305

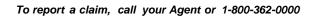
Painting - Interior - Buildings Or Structures

COVERAGE DESCRIPTION	PREMIUM BASED ON - Executive Officers	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Payroll - if any	9.817	
	Total:		
Products/Completed Operations		5.919	
	Total:		
CLASSIFICATION - 98305			

Painting - Interior - Buildings Or Structures

COVERAGE DESCRIPTION	PREMIUM BASED ON - Employees Payroll	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Payroll - if any	9.817	
	Total:		
Products/Completed Operations		5.919	

Total:



10/07/15

56502233

N0151434

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LCAFPPNO

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BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Declarations Schedule -Revised

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

0002 770 E Main St Ste 109, Lehi, UT 84043-2293

Insured: UNFORGETTABLE COATINGS INC

CLASSIFICATION - 98305

Painting - Interior - Buildings Or Structures

00D 11 10
s Of Payroll - if any 7.446
Total:
3.482
Total:

CLASSIFICATION - 98305

Painting - Interior - Buildings Or Structures

COVERAGE DESCRIPTION	PREMIUM BASED ON - Employees Payroll	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Payroll - if any	7.446	
	Total:		
Products/Completed Operations		3.482	

Total:

To report a claim, call your Agent or 1-800-362-0000

10/07/15 56502233 N0151434 260 LCAFPPNO INSURED COPY 000574 PAGE 20 OF

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Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Declarations Schedule -Revised

Named Insured

UNFORGETTABLE COATINGS INC

INSURANCE

Agent

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

CLASSIFICATION - 98304

Painting - Exterior - Buildings Or Structures - Three

Stories Or Less In Height NOC

Stories Or Less In Height NOC

COVERAGE DESCRIPTION	PREMIUM BASED ON - Executive Officers	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Payroll - if any	12.411	
	Total:		
Products/Completed Operations		6.567	
	Total:		
CLASSIFICATION - 98304 Painting - Exterior - Buildings Or Str	nictures - Three		

COVERAGE DESCRIPTION	PREMIUM BASED ON - Employees Payroll	RATED / PER 1,000	PREMIUM
Premise/Operations	500,000 Dollars Of Payroll	12.411	
	Total:		
Products/Completed Operations		6.567	
	Total:		

To report a claim, call your Agent or 1-800-362-0000

10/07/15

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N0151434

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BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Declarations Schedule -Revised

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

0001 3977 W Oquendo Rd Ste G, Las Vegas, NV 89118-3049

Insured: UNFORGETTABLE COATINGS INC

CLASSIFICATION - 98303

Painting - Exterior - Buildings Or Structures - Exceeding

Three Stories In Height NOC

COVERAGE DESCRIPTION	PREMIUM BASED ON - Executive Officers	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Payroll - if any	63.685	
	Total:		
Products/Completed Operations		38.177	
	Total:		
CLASSIFICATION - 98303			

CLASSIFICATION - 98303

Painting - Exterior - Buildings Or Structures - Exceeding

Three Stories In Height NOC

COVERAGE DESCRIPTION	PREMIUM BASED ON - Employees Payroll	RATED / PER 1,000	PREMIUM
Premise/Operations	60,000 Dollars Of Payroll	63.685	
	Total:		
Products/Completed Operations		38.177	
	Total:		

To report a claim, call your Agent or 1-800-362-0000

10/07/15 56502233 N0151434 260 LCAFPPNO INSURED COPY 000574 PAGE 22 OF 2

BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Declarations Schedule -Revised

Named Insured

Agent

(801) 937-6700

UNFORGETTABLE COATINGS INC

INSURANCE

THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

0004 2860 W 4570 S 289, WEST VALLEY CITY, UT 84119

Insured: UNFORGETTABLE COATINGS INC

CLASSIFICATION - 63010

Dwellings - One-Family - (Lessor's Risk Only)

Products-Completed Operations Are Subject To The General

Aggregate Limit.

COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER EACH	PREMIUM
Premise/Operations	1 Dwelling(s)	56.250	
		Total:	

0005 2860 W 4570 S 293, WEST VALLEY CITY, UT 84119

Insured: UNFORGETTABLE COATINGS INC

CLASSIFICATION - 63010

Dwellings - One-Family - (Lessor's Risk Only)

Products-Completed Operations Are Subject To The General

Aggregate Limit.

COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER Each	PREMIUM
Premise/Operations	1 Dwelling(s)	56.250	
		Total:	

To report a claim, call your Agent or 1-800-362-0000

10/07/15 56502233 N0151434 260 LCAFPPNO INSURED COPY 000574 PAGE 23 OF 2



BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Declarations Schedule -Revised

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

0006 2860 W 4570 S 294, WEST VALLEY CITY, UT 84119

Insured: UNFORGETTABLE COATINGS INC

CLASSIFICATION - 63010

Dwellings - One-Family - (Lessor's Risk Only)

Products-Completed Operations Are Subject To The General

Aggregate Limit.

COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER Each	PREMIUM
Premise/Operations	1 Dwelling(s)	56.250	
		Total:	

0008 2855 W 4610 S 210, SALTLAKECITY, UT 84119

Insured: UNFORGETTABLE COATINGS INC

CLASSIFICATION - 63010

Dwellings - One-Family - (Lessor's Risk Only)

Products-Completed Operations Are Subject To The General

Aggregate Limit.

COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER Each	PREMIUM
Premise/Operations	1 Number of Dwellings	56.250	
		Total:	

To report a claim, call your Agent or 1-800-362-0000

10/07/15 56502233 N0151434 260 LCAFPPNO INSURED COPY 000574 PAGE 24 OF 28

BKA (16) 56 50 22 3

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability

Declarations Schedule -Revised

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF OTHER COVERAGE

COVERAGE DESCRIPTION

PREMIUM

Construction Project(s) - General Aggregate Limit (Per Project)

Commercial General Liability Schedule Total





To report a claim, call your Agent or 1-800-362-0000

10/07/15 56502233 N0151434 260 LCAFPPNO INSURED COPY 000574 PAGE 25 OF 28

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BKA (16) 56 50 22 3

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Employee Benefits Liability Declarations -Revised

Basis: Claims Made

This insurance does not apply to any negligent act, error, or omission that occurs before the retroactive date 02/01/2015, if any shown. Read your coverage form carefully.



Named Insured

UNFORGETTABLE COATINGS INC

Agent

(801) 937-6700

THE BUCKNER COMPANY

SUMMARY OF LIMITS AND CHARGES

Employees
Benefits
Liability
Limits of
Insurance

DESCRIPTION
Each Employee Limit

1,000,000

1,000,000

LIMIT

This Coverage is subject to a \$1,000. per claim deductible

Explanation of Charges

DESCRIPTION

PREMIUM

Employee Benefits

Aggregate Limit

Certified Acts of Terrorism Coverage

Total Advance Charges:

Note: This is not a bill

To report a claim, call your Agent or 1-800-362-0000

BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Employee Benefits Liability Declarations Schedule -Revised

Named Insured Agent

UNFORGETTABLE COATINGS INC

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - continued

Insured: UNFORGETTABLE COATINGS INC

CLASSIFICATION - 73124

Employee Benefits Liability - Claims Made

COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER Each	PREMIUM
Employee Benefits Liability Minimum Premium Adjustment	15 Employee(s)	.367	
		Total:	

Employee Benefits Liability Schedule Total

To report a claim, call your Agent or 1-800-362-0000

LCAFPPNO 10/07/15 56502233 **INSURED COPY** 000574 N0151434 260 PAGE 28 OF

Policy Change Endorsement

(16) 56 50 22 33 BKA

Policy Period:

From 02/01/2015 To 02/01/2016

Endorsement Period:

From 08/03/2015 to 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Named Insured & Mailing Address

UNFORGETTABLE COATINGS INC 8906 Spanish Ridge Ave Ste 100 Attn Todd Newman Las Vegas, NV 89148

(801) 937-6700 THE BUCKNER COMPANY 6550 MILLROCK DR STE 300 SALT LAKE CITY, UT 84121-2331

Agent Mailing Address & Phone No.

CHANGES TO POLICY - TRANSACTION # 9

This Policy Change Endorsement Results In A Change In The Charges As Follows:

No Change in Premium

Description of Change(s)

Covered Property/Location Description AMENDED LOCATION FROM 16834 S CYAN CT PHOENIX, AZ TO 8490 S POWER ROAD STE 105-185 GILBERT, AZ FOR GENERAL LIABILITY COVERAGES See The Revised Declarations and Declarations Schedule

Servicing Office and Issue Date

Denver Regional Office 08/17/15

Authorized Representative

To report a claim, call your Agent or 1-800-362-0000

DS 70 27 01 08 08/17/15 56502233

N0092346

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Policy Change Endorsement

BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

Endorsement Period: From 08/03/2015 to 02/01/2016 12:01 am Standard Time at Insured Mailing Location

Named Insured Agent

UNFORGETTABLE COATINGS INC (801) 937-6700

THE BUCKNER COMPANY

OTHER NAMED INSUREDS

INSURANCE

HOLDEN CONSTRUCTION LLC

SUMMARY OF LOCATIONS

0001 3977 W Oquendo Rd Ste G, Las Vegas, NV 89118-3049

0002 770 E Main St Ste 109, Lehi, UT 84043-2293

0003 8490 S POWER RD 105-185, GILBERT, AZ 85297

0004 2860 W 4570 S 289, WEST VALLEY CITY, UT 84119

0005 2860 W 4570 S 293, WEST VALLEY CITY, UT 84119

0006 2860 W 4570 S 294, WEST VALLEY CITY, UT 84119

POLICY FORMS AND ENDORSEMENTS

This section lists the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE
CG 00 01 04 13	Commercial General Liability Coverage Form - Occurrence
CG 01 86 12 04	Utah Changes
CG 03 00 01 96	Deductible Liability Insurance
CG 21 06 05 14	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And
	Data-Related Liability - With Limited Bodily Injury Exception
CG 21 47 12 07	Employment-Related Practices Exclusion

Servicing Office and Issue Date

Denver Regional Office

08/17/15 Authorized Representative

To report a claim, call your Agent or 1-800-362-0000

DS 70 27 01 08 08/17/15 56502233

Policy Change Endorsement

BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

Endorsement Period:

From 08/03/2015 to 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Named Insured

Agent

UNFORGETTABLE COATINGS INC

(801) 937-6700 THE BUCKNER COMPANY

POLICY FORMS AND ENDORSEMENTS - CONTINUED

This section lists the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE
CG 21 65 12 04	Total Pollution Exclusion with a Building Heating, Cooling and Dehumidifying
	Equipment Exception and a Hostile Fire Exception
CG 21 67 12 04	Fungi or Bacteria Exclusion
CG 21 70 01 15	Cap on Losses from Certified Acts of Terrorism
CG 21 76 01 15	Exclusion of Punitive Damages Related to a Certified Act of Terrorism
CG 21 86 12 04	Exclusion - Exterior Insulation and Finish Systems
CG 21 96 03 05	Silica or Silica-Related Dust Exclusion
CG 22 79 04 13	Exclusion - Contractors - Professional Liability
CG 24 26 04 13	Amendment of Insured Contract Definition
CG 80 08 10 09	Employee Benefits Liability Coverage Form
CG 84 94 12 08	Exclusion - Consolidated Insurance Programs Wrap-Up
CG 84 99 01 12	Non-Cumulation Of Liability Limits Same Occurrence
CG 84 99 08 09	Non-Cumulation Liability Limits Same Occurrence
CG 88 10 04 13	Commercial General Liability Extension
CG 88 70 12 08	Construction Project(s)-General Aggregate Limit (Per Project)
CG 88 76 12 08	Exclusion - Earth Movement - Products/Completed Operations Hazard
CG 88 77 12 08	Medical Expense At Your Request Endorsement
CG 88 86 12 08	Exclusion - Asbestos Liability
CG 88 87 12 08	Exclusion - Lead Liability
CL 01 00 03 99	Common Policy Conditions
CL 01 76 01 05	Amendatory Endorsement - Nevada
CL 06 00 01 15	Certified Terrorism Loss
CL 07 00 10 06	Virus or Bacteria Exclusion
CP 00 10 04 02	Building and Personal Property Coverage Form
CP 00 30 04 02	Business Income (and Extra Expense) Coverage Form

Servicing Office and Issue Date

Denver Regional Office

08/17/15

Authorized Representative

To report a claim, call your Agent or 1-800-362-0000

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INSURANCE

CODE MUSEDED

American Fire and Casualty Company

Policy Change Endorsement

BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

Endorsement Period:

From 08/03/2015 to 02/01/2016 12:01 am Standard Time at Insured Mailing Location

Named Insured Agent

UNFORGETTABLE COATINGS INC

(801) 937-6700 THE BUCKNER COMPANY

POLICY FORMS AND ENDORSEMENTS - CONTINUED

This section lists the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE
CP 00 90 07 88	Commercial Property Conditions
CP 01 27 03 96	Utah Changes
CP 01 40 07 06	Exclusion of Loss Due to Virus or Bacteria
CP 10 30 04 02	Causes of Loss - Special Form
CP 10 32 08 08	Water Exclusion Endorsement
CP 72 97 04 02	Equipment Breakdown Enhancement Endorsement - Special Form
CP 88 04 03 10	Removal Permit
CP 88 10 07 10	Property Extension Plus
IL 00 17 11 98	Common Policy Conditions
IL 00 21 09 08	Nuclear Energy Liability Exclusion Endorsement (Broad Form)
IL 01 10 09 07	Nevada Changes - Concealment, Misrepresentation or Fraud
IL 01 15 01 10	Nevada Changes - Domestic Partnership
IL 02 51 09 07	Nevada Changes - Cancellation and Nonrenewal
IL 02 58 12 14	Arizona Changes - Cancellation and Non-Renewal
IL 02 66 09 08	Utah Changes - Cancellation and Non-Renewal
IL 09 35 07 02	Exclusion of Certain Computer-Related Losses
IL 09 52 01 15	Cap On Losses From Certified Acts Of Terrorism
IL 88 36 01 15	Cap On Losses From Certified Acts Of Terrorism
IL 88 38 01 15	Exclusion of Punitive Damages Related to a Certified Act of Terrorism
IM 20 57 04 04	Amendatory Endorsement - Nevada
IM 70 03 04 04	Contractors' Equipment Coverage - Small Tools
IM 71 00 06 04	Installation Floater Coverage

Servicing Office and Issue Date

Denver Regional Office

08/17/15

Authorized Representative

To report a claim, call your Agent or 1-800-362-0000

DS 70 27 01 08 08/17/15 56502233

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PAGE 4 OF

BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial **Property Declarations** -Revised

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CHARGES

PREMIUM

Explanation of Charges

Property Schedule Totals

DESCRIPTION

Certified Acts of Terrorism Coverage

Total Advance Charges:

Note: This is not a bill

To report a claim, call your Agent or 1-800-362-0000

5 OF

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial **Property**

Declarations Schedule -Revised

Named Insured

Agent

UNFORGETTABLE COATINGS INC

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF PROPERTY COVERAGES - BY LOCATION

Insurance at the described premises applies only for coverages for which a limit of insurance is shown. Optional coverages apply only when entries are made in this schedule.

0001 3977 W Oquendo Rd Ste G, Las Vegas, NV 89118-3049

Property

Description:

Characteristics

Construction: Masonry Non-Combustible

Your Business Personal Property Coverage

Occupancy: Painting - Exterior - Buildings or Structures - Three

Stories or Less in Height - Office

Description

Limit of Insurance - Replacement Cost \$20,000

Coinsurance 80%

Covered Causes of Loss

Special Form - Including Theft

Deductible - All Covered Causes of Loss Unless Otherwise Stated \$500

Premium

Equipment Breakdown Coverage

This Equipment Breakdown insurance applies to the coverages shown for this location. The Equipment Breakdown limit(s) of insurance and deductible are included in, and not in addition to, the limits and deductible shown for the Building, Your Business Personal Property, Your Business Personal Property of Others, Tenants Improvements and Betterments, Business Income and Extra Expense, Business Income Without Extra Expense, and Extra Expense coverages.

Premium

To report a claim, call your Agent or 1-800-362-0000

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial **Property**

Declarations Schedule -Revised

Named Insured

UNFORGETTABLE COATINGS INC

THE BUCKNER COMPANY

SUMMARY OF PROPERTY COVERAGES - BY LOCATION

0002 770 E Main St Ste 109, Lehi, UT 84043-2293

Property

Characteristics

Description:

Construction: Non-Combustible

Your Business Personal Property Coverage

Occupancy: Painting - Exterior - Buildings or Structures - Three

Stories or Less in Height - Office

Description

Limit of Insurance - Replacement Cost \$5,300 80%

Coinsurance

Special Form - Including Theft

Covered Causes of Loss

Deductible - All Covered Causes of Loss Unless Otherwise Stated \$500

Premium

Business Income and Extra Expense Coverage

Description

Limit of Insurance - Including Rental Value \$250,000 80%

Coinsurance

Covered Causes of Loss

Special Form - Including Theft

Premium

Breakdown Coverage

Equipment

To report a claim, call your Agent or 1-800-362-0000

(801) 937-6700







BKA

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial **Property**

Declarations Schedule -Revised

Named Insured

Agent

UNFORGETTABLE COATINGS INC

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF PROPERTY COVERAGES - BY LOCATION

This Equipment Breakdown insurance applies to the coverages shown for this location. The Equipment Breakdown limit(s) of insurance and deductible are included in, and not in addition to, the limits and deductible shown for the Building, Your Business Personal Property, Your Business Personal Property of Others, Tenants Improvements and Betterments, Business Income and Extra Expense, Business Income Without Extra Expense, and Extra Expense coverages.

Premium

SUMMARY OF OTHER PROPERTY COVERAGES

Property Extension Endorsement **Description**

Property Extension Plus

Commercial Property Schedule Total:

Premium

To report a claim, call your Agent or 1-800-362-0000

BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial Inland Marine Declarations -Revised

Named Insured

UNFORGETTABLE COATINGS INC

(801) 937-6700

Agent

THE BUCKNER COMPANY

0077000 +50000

SUMMARY OF CHARGES

INSURANCE

Explanation of Charges

DESCRIPTION

PREMIUM

Commercial Inland Marine Schedule Totals

Certified Acts of Terrorism Coverage

Total Advance Charges:

Note: This is not a bill

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial Inland Marine Declarations Schedule -Revised

Named Insured

Agent

UNFORGETTABLE COATINGS INC

(801) 937-6700 THE BUCKNER COMPANY

Limit

INSTALLATION FLOATER COVERAGE

PROPERTY COVERED

(X) Blanket Coverage

Jobsite Limit The most "we" pay for loss to any one "jobsite" is:	\$
Catastrophe Limit The most "we" pay loss to any one occurrence is:	for \$10,000
() Scheduled Locations Coverage	
Loc. No. Location	Limit \$
Catastrophe Limit The most "we" pay loss to any one occurrence is:	
COVERAGE EXTENSIONS	
Additional Debris Removal Expenses	\$ <u> </u>
Emergency Removal	days
Limited Fungus Coverage	\$ <u>15,000</u>
SUPPLEMENTAL COVERAGES	
Contract Penalty	\$5,000
Pollutant Cleanup and Removal	\$ <u>10,000</u>
Sewer Backup Coverage	\$5,000
Storage Locations	\$5,000
Testing	\$5,000
Transit	\$5,000

To report a claim, call your Agent or 1-800-362-0000

IM 71 05 04 04

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BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial Inland Marine Declarations Schedule -Revised

Named Insured

UNFORGETTABLE COATINGS INC

INSURANCE

Agent

(801) 937-6700 THE BUCKNER COMPANY



SUPPLEMENTAL COVERAGES (cont) Earthquake Coverage	
Earthquake Limit The most "we" pay for loss to any one building or structure is:	\$
Earthquake Catastrophe Limit The most "we" pay for loss in any one occurrence is: Flood Coverage	\$
Flood Limit The most "we" pay for loss to any one building or structure is:	\$
Flood Catastrophe Limit The most "we" pay for loss in any one occurrence is:	\$
DEDUCTIBLE	
Deductible Amount	\$500
	Deductible Amount
() Earthquake Coverage	\$
() Flood Coverage	\$
() Sewer Backup Coverage	\$
COINSURANCE	
() Not Applicable	

(X) 100%

() Other_____%

To report a claim, call your Agent or 1-800-362-0000

() 80%

() 90%

AAIS IM 7008 01 12 Page 1 of 1

IM 7008 01 12

BKA (16) 56 50 22 33

SCHEDULE OF COVERAGES CONTRACTORS' EQUIPMENT SMALL TOOLS FLOATER

(The entries required to complete this schedule will be shown below or on the "schedule of coverages".)

		"Lir	nit"
Your Tools Limit The most "we" pa for loss to any one "tool" "you" own	•	\$	2,500
Check if applicable:			
[] Employee Tool Limit The most pay for loss to any one employee		\$	
[x] Leased/Rented Tool Limit The reward we" pay for loss to any one "too lease or rent is:		\$	2,500
Catastrophe Limit The most "we" p to all tools in any one occurrence is:	pay for loss	\$	70,000
VALUATION Actual Cash Value			
DEDUCTIBLE			
Deductible Amount	\$	1,000	

ADDITIONAL INFORMATION

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Declarations -Revised

Basis: Occurrence

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF LIMITS AND CHARGES

Commercial
General
Liability
Limits of
Insurance

DESCRIPTION	LIMIT
Each Occurrence Limit	1,000,000
Damage To Premises Rented To You Limit (Any One Premises)	300,000
Medical Expense Limit (Any One Person)	15,000
Personal and Advertising Injury Limit	1,000,000
General Aggregate Limit (Other than Products - Completed Operations)	2,000,000
Products - Completed Operations Aggregate Limit	2,000,000

Explanation of Charges

DESCRIPTION General Liability Schedule Totals Certified Acts of Terrorism Coverage

Total Advance Charges:

Note: This is not a bill

PREMIUM



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BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Declarations Schedule -Revised

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION

0003 8490 S POWERRD 105-185, GILBERT, AZ 85297

Insured: UNFORGETTABLE COATINGS INC

CLASSIFICATION - 98305

Painting - Interior - Buildings Or Structures

COVERAGE DESCRIPTION	PREMIUM BASED ON - Executive Officers	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Payroll - if any	6.995	
	Total:		
Products/Completed Operations		4.300	
	Total:		

CLASSIFICATION - 98305

Painting - Interior - Buildings Or Structures

COVERAGE DESCRIPTION	PREMIUM BASED ON - Employees Payroll	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Payroll - if any	6.995	
	Total:		
Products/Completed Operations		4.300	

Total:

To report a claim, call your Agent or 1-800-362-0000

08/17/15 56502233 N0092346 260 LCAOPPNO INSURED COPY 000934 PAGE 14 OF 26

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Schedule -Revised **Declarations**

Named Insured

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700

Agent

THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION

CLASSIFICATION - 91581

Contractors - Subcontracted Work - In Connection With Construction, Reconstruction, Erection or Repair -Not Buildings

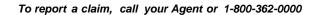
COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Total Cost - if any	4.926	
	To	otal:	
Products/Completed Operations		3.731	
	Te	otal:	

CLASSIFICATION - 91585

Contractors - Subcontracted Work - In Connection With Construction, Reconstruction, Repair or Erection Of **Buildings NOC**

COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Total Cost - if any	3.081	
	To	tal:	
Products/Completed Operations		1.730	
	To	tal.	

Total:





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N0092346

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BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Declarations Schedule -Revised

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

CLASSIFICATION - 98304

Painting - Exterior - Buildings Or Structures - Three

Stories Or Less In Height NOC

COVERAGE DESCRIPTION	PREMIUM BASED ON - Executive Officers	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Payroll - if any	12.935	
	Total:		
Products/Completed Operations		6.504	
	Total:		
CLASSIFICATION - 98304			

Painting - Exterior - Buildings Or Structures - Three	
Stories Or Less In Height NOC	

COVERAGE DESCRIPTION	PREMIUM BASED ON - Employees Payroll	RATED / PER 1,000	PREMIUM
Premise/Operations	24,000 Dollars Of Payroll	12.935	
	Total:		
Products/Completed Operations		6.504	
	Total:		

To report a claim, call your Agent or 1-800-362-0000

08/17/15 56502233 N0092346 260 LCAOPPNO INSURED COPY 000934 PAGE 16 OF

(16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Schedule -Revised **Declarations**

Named Insured

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700

Agent

THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

0001 3977 W Oquendo Rd Ste G, Las Vegas, NV 89118-3049

Insured: UNFORGETTABLE COATINGS INC

CLASSIFICATION - 98304

Painting - Exterior - Buildings Or Structures - Three

Stories Or Less In Height NOC

COVERAGE DESCRIPTION	PREMIUM BASED ON - Executive Officers	RATED / PER 1,000	PREMIUM
Premise/Operations	29,300 Dollars Of Payroll	17.710	
	Total:		
Products/Completed Operations		8.770	
	Total:		

CLASSIFICATION - 98304

Painting - Exterior - Buildings Or Structures - Three

Stories Or Less In Height NOC

17.710	
8.770	

To report a claim, call your Agent or 1-800-362-0000

08/17/15

56502233

N0092346

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PAGE 17 OF



BKA (16) 56 50 22 3

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Declarations Schedule -Revised

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

CLASSIFICATION - 91581

Contractors - Subcontracted Work - In Connection With Construction, Reconstruction, Erection or Repair - Not Buildings

COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Total Cost - if any	4.680	
	To	otal:	
Products/Completed Operations		3.544	
	To	otal:	

CLASSIFICATION - 91585

Contractors - Subcontracted Work - In Connection With Construction, Reconstruction, Repair or Erection Of Buildings NOC

COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Total Cost - if any	2.927	
	To	otal:	
Products/Completed Operations		1.643	

Total:

To report a claim, call your Agent or 1-800-362-0000

08/17/15 56502233 N0092346 260 LCAOPPNO INSURED COPY 000934 PAGE 18 OF 26

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Schedule -Revised **Declarations**

Named Insured

UNFORGETTABLE COATINGS INC

INSURANCE

Agent

(801) 937-6700

THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

CLASSIFICATION - 98305

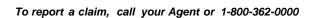
Painting - Interior - Buildings Or Structures

COVERAGE DESCRIPTION	PREMIUM BASED ON - Executive Officers	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Payroll - if any	9.817	
	Total:		
Products/Completed Operations		5.919	
	Total:		
CLASSIFICATION - 98305			

Painting - Interior - Buildings Or Structures

COVERAGE DESCRIPTION	PREMIUM BASED ON - Employees Payroll	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Payroll - if any	9.817	
	Total:		
Products/Completed Operations		5.919	

Total:



08/17/15

56502233

N0092346

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INSURED COPY

000934

LCAOPPN0

BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Declarations Schedule -Revised

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

0002 770 E Main St Ste 109, Lehi, UT 84043-2293

Insured: UNFORGETTABLE COATINGS INC

CLASSIFICATION - 98305

Painting - Interior - Buildings Or Structures

PREMIUM BASED ON - Executive Officers	RATED / PER 1,000	PREMIUM
Dollars Of Payroll - if any	7.446	
Total:		
	3.482	
Total:		
	Dollars Of Payroll - if any Total:	PREMIUM BASED ON - Executive Officers 1,000 Dollars Of Payroll - if any 7.446 Total: 3.482

CLASSIFICATION - 98305

Painting - Interior - Buildings Or Structures

COVERAGE DESCRIPTION	PREMIUM BASED ON - Employees Payroll	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Payroll - if any	7.446	
	Total:		
Products/Completed Operations		3.482	

Total:

To report a claim, call your Agent or 1-800-362-0000

08/17/15 56502233 N0092346 260 LCAOPPNO INSURED COPY 000934 PAGE 20 OF

BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Schedule -Revised **Declarations**

Named Insured

UNFORGETTABLE COATINGS INC

INSURANCE

Agent

(801) 937-6700

THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

CLASSIFICATION - 98304

Painting - Exterior - Buildings Or Structures - Three

Stories Or Less In Height NOC

COVERAGE DESCRIPTION	PREMIUM BASED ON - Executive Officers	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Payroll - if any	12.411	
	Total:		
Products/Completed Operations		6.567	
	Total:		
CLASSIFICATION - 98304 Painting - Exterior - Buildings Or St			

Painting - Exterior - Buildings Or Structures - Three Stories Or Less In Height NOC

COVERAGE DESCRIPTION	PREMIUM BASED ON - Employees Payroll	RATED / PER 1,000	PREMIUM
Premise/Operations	500,000 Dollars Of Payroll	12.411	
	Total:		
Products/Completed Operations		6.567	
	Total:		

To report a claim, call your Agent or 1-800-362-0000

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N0092346

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000934



BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Declarations Schedule -Revised

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

0001 3977 W Oquendo Rd Ste G, Las Vegas, NV 89118-3049

Insured: UNFORGETTABLE COATINGS INC

CLASSIFICATION - 98303

Painting - Exterior - Buildings Or Structures - Exceeding

Three Stories In Height NOC

COVERAGE DESCRIPTION	PREMIUM BASED ON - Executive Officers	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Payroll - if any	63.685	
	Total:		
Products/Completed Operations		38.177	
	Total:		
CI ASSIFICATION - 98303			

CLASSIFICATION - 98303

Painting - Exterior - Buildings Or Structures - Exceeding

Three Stories In Height NOC

COVERAGE DESCRIPTION	PREMIUM BASED ON -	Employees Payroll	RATED / PER 1,000	PREMIUM
Premise/Operations	60,000 Dollars Of Pay	roll	63.685	
		Total:		
Products/Completed Operations			38.177	
		Total:		

To report a claim, call your Agent or 1-800-362-0000

08/17/15 56502233 N0092346 260 LCAOPPNO INSURED COPY 000934 PAGE 22 OF 26

BKA (16) 56 50 22 3

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Declarations Schedule -Revised

Named Insured

UNFORGETTABLE COATINGS INC

INSURANCE

Agent

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

0004 2860 W 4570 S 289, WEST VALLEY CITY, UT 84119

Insured: UNFORGETTABLE COATINGS INC

CLASSIFICATION - 63010

Dwellings - One-Family - (Lessor's Risk Only)

Products-Completed Operations Are Subject To The General

Aggregate Limit.

COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER EACH	PREMIUM
Premise/Operations	1 Dwelling(s)	56.250	
		Total:	

0005 2860 W 4570 S 293, WEST VALLEY CITY, UT 84119

Insured: UNFORGETTABLE COATINGS INC

CLASSIFICATION - 63010

Dwellings - One-Family - (Lessor's Risk Only)

Products-Completed Operations Are Subject To The General

Aggregate Limit.

COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER Each	PREMIUM
Premise/Operations	1 Dwelling(s)	56.250	
		Total:	

To report a claim, call your Agent or 1-800-362-0000

08/17/15 56502233 N0092346 260 LCAOPPNO INSURED COPY 000934 PAGE 23 OF



BKA

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Schedule -Revised **Declarations**

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

0006 2860 W 4570 S 294, WEST VALLEY CITY, UT 84119

Insured: UNFORGETTABLE COATINGS INC

CLASSIFICATION - 63010

Dwellings - One-Family - (Lessor's Risk Only)

Products-Completed Operations Are Subject To The General

Aggregate Limit.

COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER EACH	PREMIUM
Premise/Operations	1 Dwelling(s)	56.250	
		Total:	

SUMMARY OF OTHER COVERAGE

COVERAGE DESCRIPTION PREMIUM

Construction Project(s) - General Aggregate Limit (Per Project)

Commercial General Liability Schedule Total

24

To report a claim, call your Agent or 1-800-362-0000

08/17/15 56502233 N0092346 **LCAOPPNO** INSURED COPY 000934 PAGE 24 OF 260 26

BKA (16) 56 50 22 3

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Employee Benefits Liability Declarations -Revised

Basis: Claims Made

This insurance does not apply to any negligent act, error, or omission that occurs before the retroactive date 02/01/2015, if any shown. Read your coverage form carefully.



Named Insured Agent

UNFORGETTABLE COATINGS INC

(801) 937-6700

THE BUCKNER COMPANY

SUMMARY OF LIMITS AND CHARGES

Employees
Benefits
Liability
Limits of
Insurance

DESCRIPTIONLIMITEach Employee Limit1,000,000Aggregate Limit1,000,000

This Coverage is subject to a \$1,000. per claim deductible

Explanation of Charges

DESCRIPTION PREMIUM
Employee Benefits

Certified Acts of Terrorism Coverage

Total Advance Charges:

Note: This is not a bill

To report a claim, call your Agent or 1-800-362-0000

08/17/15 56502233 N0092346 260 LCAOPPNO INSURED COPY 000934 PAGE 25 OF 2

Named Insured

American Fire and Casualty Company

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Employee Benefits Liability Declarations Schedule -Revised

UNFORGETTABLE COATINGS INC

(801) 937-6700

Agent

THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - continued

Insured: UNFORGETTABLE COATINGS INC

CLASSIFICATION - 73124

Employee Benefits Liability - Claims Made

		RATED / PER	
COVERAGE DESCRIPTION	PREMIUM BASED ON -	EACH	PREMIUM
Employee Benefits Liability Minimum Premium Adjustment	15 Employee(s)	.367	
		Total:	

Employee Benefits Liability Schedule Total

To report a claim, call your Agent or 1-800-362-0000

08/17/15 56502233 LCAOPPN0 INSURED COPY 000934 N0092346 260 PAGE 26 OF

Policy Change Endorsement

(16) 56 50 22 33 BKA

Policy Period: From 02/01/2015 To 02/01/2016

Endorsement Period:

From 07/29/2015 to 02/01/2016 12:01 am Standard Time at Insured Mailing Location

Named Insured & Mailing Address

INSURANCE

UNFORGETTABLE COATINGS INC 8906 Spanish Ridge Ave Ste 100 Attn Todd Newman Las Vegas, NV 89148

(801) 937-6700 THE BUCKNER COMPANY 6550 MILLROCK DR STE 300 SALT LAKE CITY, UT 84121-2331

Agent Mailing Address & Phone No.

CHANGES TO POLICY - TRANSACTION # 8

This Policy Change Endorsement Results In A Change In The Charges As Follows:

No Change in Premium

Description of Change(s)

Rates Insured's Mailing Address

AMENDED THE MAILING ADDRESS TO: 8906 SPANISH RIDGE AVE STE 100 LAS VEGAS, NV 89148 ATTN: TODD **NEWMAN**

See The Revised Declarations and Declarations Schedule

Servicing Office and Issue Date

Denver Regional Office 08/13/15

Authorized Representative

To report a claim, call your Agent or 1-800-362-0000

DS 70 27 01 08 08/13/15

56502233

N0092346

260

LCAFPPNO

INSURED COPY

000411

PAGE 1 OF

Policy Change Endorsement

BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

Endorsement Period: From 07/29/2015 to 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Named Insured Agent

UNFORGETTABLE COATINGS INC (801) 937-6700

THE BUCKNER COMPANY

OTHER NAMED INSUREDS

INSURANCE

HOLDEN CONSTRUCTION LLC

SUMMARY OF LOCATIONS

0001 3977 W Oquendo Rd Ste G, Las Vegas, NV 89118-3049

0002 770 E Main St Ste 109, Lehi, UT 84043-2293

0003 16834 S Cyan Ct, Phoenix, AZ 85048-3000

0004 2860 W 4570 S 289, WEST VALLEY CITY, UT 84119

0005 2860 W 4570 S 293, WEST VALLEY CITY, UT 84119

0006 2860 W 4570 S 294, WEST VALLEY CITY, UT 84119

POLICY FORMS AND ENDORSEMENTS

This section lists the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE
CG 00 01 04 13	Commercial General Liability Coverage Form - Occurrence
CG 01 86 12 04	Utah Changes
CG 03 00 01 96	Deductible Liability Insurance
CG 21 06 05 14	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And
	Data-Related Liability - With Limited Bodily Injury Exception
CG 21 47 12 07	Employment-Related Practices Exclusion

Servicing Office and Issue Date

Denver Regional Office

08/13/15 Authorized Representative

To report a claim, call your Agent or 1-800-362-0000

DS 70 27 01 08 08/13/15 56502233

26

Policy Change Endorsement

BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

Endorsement Period: From 07/29/2015 to 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Named Insured Agent

UNFORGETTABLE COATINGS INC

(801) 937-6700

THE BUCKNER COMPANY

POLICY FORMS AND ENDORSEMENTS - CONTINUED

This section lists the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

CG 21 65 12 04 Total Pollution Exclusion with a Building Heating, Cooling and Dehumidifying Equipment Exception and a Hostile Fire Exception CG 21 67 12 04 Fungi or Bacteria Exclusion CG 21 70 01 15 Cap on Losses from Certified Acts of Terrorism CG 21 86 12 04 Exclusion of Punitive Damages Related to a Certified Act of Terrorism CG 21 86 12 04 Exclusion - Exterior Insulation and Finish Systems CG 21 96 03 05 Silica or Silica-Related Dust Exclusion CG 22 79 04 13 Exclusion - Contractors - Professional Liability CG 24 26 04 13 Amendment of Insured Contract Definition CG 80 08 10 09 Employee Benefits Liability Coverage Form CG 84 94 12 08 Exclusion - Consolidated Insurance Programs Wrap-Up CG 84 99 01 12 Non-Cumulation Of Liability Limits Same Occurrence CG 88 10 04 13 Commercial General Liability Extension CG 88 70 12 08 Construction Project(s)-General Aggregate Limit (Per Project) CG 88 71 2 08 Exclusion - Earth Movement - Products/Completed Operations Hazard CG 88 86 12 08 Exclusion - Lead Liability CG 88 87 12 08 Exclusion - Lead Liability CL 01 00 03 99 Common Policy Conditions CL 01 76 01 05 Amendatory Endorsement - Nevada CL 06 00 01 15 Certified Terrorism Loss CD 07 00 10 04 02 Building and Personal Property Coverage Form COVERAGE OF TOTAL STATES AND ADD ADD ADD ADD ADD ADD ADD ADD ADD	FORM NUMBER	TITLE
CG 21 67 12 04 CG 21 70 01 15 Cap on Losses from Certified Acts of Terrorism CG 21 76 01 15 Exclusion of Punitive Damages Related to a Certified Act of Terrorism CG 21 86 12 04 Exclusion - Exterior Insulation and Finish Systems CG 21 96 03 05 Silica or Silica-Related Dust Exclusion CG 22 79 04 13 Exclusion - Contractors - Professional Liability CG 24 26 04 13 Amendment of Insured Contract Definition CG 80 08 10 09 Employee Benefits Liability Coverage Form CG 84 94 12 08 Exclusion - Consolidated Insurance Programs Wrap-Up CG 84 99 01 12 Non-Cumulation Of Liability Limits Same Occurrence CG 84 99 08 09 Non-Cumulation Liability Limits Same Occurrence CG 88 70 12 08 Construction Project(s)-General Aggregate Limit (Per Project) CG 88 76 12 08 Exclusion - Earth Movement - Products/Completed Operations Hazard CG 88 77 12 08 Medical Expense At Your Request Endorsement CG 88 87 12 08 Exclusion - Asbestos Liability CG 88 87 12 08 Exclusion - Lead Liability CL 01 00 03 99 Common Policy Conditions CL 07 00 10 05 Amendatory Endorsement - Nevada CC 27 00 10 04 02 Building and Personal Property Coverage Form	CG 21 65 12 04	Total Pollution Exclusion with a Building Heating, Cooling and Dehumidifying
CG 21 70 01 15 Cap on Losses from Certified Acts of Terrorism CG 21 76 01 15 Exclusion of Punitive Damages Related to a Certified Act of Terrorism CG 21 86 12 04 Exclusion - Exterior Insulation and Finish Systems CG 21 96 03 05 Silica or Silica-Related Dust Exclusion CG 22 79 04 13 Exclusion - Contractors - Professional Liability CG 24 26 04 13 Amendment of Insured Contract Definition CG 80 08 10 09 Employee Benefits Liability Coverage Form CG 84 94 12 08 Exclusion - Consolidated Insurance Programs Wrap-Up CG 84 99 01 12 Non-Cumulation Of Liability Limits Same Occurrence CG 84 99 08 09 Non-Cumulation Liability Extension CG 88 10 04 13 Commercial General Liability Extension CG 88 70 12 08 Construction Project(s)-General Aggregate Limit (Per Project) CG 88 76 12 08 Exclusion - Earth Movement - Products/Completed Operations Hazard CG 88 87 12 08 Exclusion - Asbestos Liability CG 88 87 12 08 Exclusion - Lead Liability CL 01 00 03 99 Common Policy Conditions CL 01 76 01 05 Amendatory Endorsement - Nevada CL 06 00 01 15 Certified Terrorism Loss CL 07 00 10 06 Virus or Bacteria Exclusion CP 00 10 04 02 Building and Personal Property Coverage Form		Equipment Exception and a Hostile Fire Exception
CG 21 76 01 15 Exclusion of Punitive Damages Related to a Certified Act of Terrorism CG 21 86 12 04 Exclusion - Exterior Insulation and Finish Systems CG 21 96 03 05 Silica or Silica-Related Dust Exclusion CG 22 79 04 13 Exclusion - Contractors - Professional Liability CG 24 26 04 13 Amendment of Insured Contract Definition CG 80 08 10 09 Employee Benefits Liability Coverage Form CG 84 94 12 08 Exclusion - Consolidated Insurance Programs Wrap-Up CG 84 99 01 12 Non-Cumulation Of Liability Limits Same Occurrence CG 84 99 08 09 Non-Cumulation Liability Extension CG 88 10 04 13 Commercial General Liability Extension CG 88 70 12 08 Construction Project(s)-General Aggregate Limit (Per Project) CG 88 76 12 08 Exclusion - Earth Movement - Products/Completed Operations Hazard CG 88 77 12 08 Medical Expense At Your Request Endorsement CG 88 86 12 08 Exclusion - Asbestos Liability CG 08 87 12 08 Exclusion - Lead Liability CL 01 00 03 99 Common Policy Conditions CL 01 76 01 05 Amendatory Endorsement - Nevada CL 06 00 01 15 Certified Terrorism Loss CL 07 00 10 06 Virus or Bacteria Exclusion CP 00 10 04 02 Building and Personal Property Coverage Form	CG 21 67 12 04	Fungi or Bacteria Exclusion
CG 21 86 12 04 Exclusion - Exterior Insulation and Finish Systems CG 21 96 03 05 Silica or Silica-Related Dust Exclusion CG 22 79 04 13 Exclusion - Contractors - Professional Liability CG 24 26 04 13 Amendment of Insured Contract Definition CG 80 08 10 09 Employee Benefits Liability Coverage Form CG 84 94 12 08 Exclusion - Consolidated Insurance Programs Wrap-Up CG 84 99 01 12 Non-Cumulation Of Liability Limits Same Occurrence CG 84 99 08 09 Non-Cumulation Liability Limits Same Occurrence CG 88 10 04 13 Commercial General Liability Extension CG 88 70 12 08 Construction Project(s)-General Aggregate Limit (Per Project) CG 88 76 12 08 Exclusion - Earth Movement - Products/Completed Operations Hazard CG 88 77 12 08 Medical Expense At Your Request Endorsement CG 88 87 12 08 Exclusion - Asbestos Liability CG 88 87 12 08 Exclusion - Lead Liability CL 01 00 03 99 Common Policy Conditions CL 01 76 01 05 Amendatory Endorsement - Nevada CL 06 00 01 15 Certified Terrorism Loss CL 07 00 10 06 Virus or Bacteria Exclusion CP 00 10 04 02 Building and Personal Property Coverage Form	CG 21 70 01 15	Cap on Losses from Certified Acts of Terrorism
CG 21 96 03 05 CG 22 79 04 13 Exclusion - Contractors - Professional Liability CG 24 26 04 13 Amendment of Insured Contract Definition CG 80 08 10 09 Employee Benefits Liability Coverage Form CG 84 94 12 08 Exclusion - Consolidated Insurance Programs Wrap-Up CG 84 99 01 12 Non-Cumulation Of Liability Limits Same Occurrence CG 84 99 08 09 Non-Cumulation Liability Limits Same Occurrence CG 88 10 04 13 Commercial General Liability Extension CG 88 70 12 08 Construction Project(s)-General Aggregate Limit (Per Project) CG 88 76 12 08 Exclusion - Earth Movement - Products/Completed Operations Hazard CG 88 86 12 08 Exclusion - Asbestos Liability CG 88 87 12 08 Exclusion - Lead Liability CL 01 00 03 99 Common Policy Conditions CL 01 76 01 05 Amendatory Endorsement - Nevada CL 06 00 01 15 Certified Terrorism Loss CL 07 00 10 06 Virus or Bacteria Exclusion CP 00 10 04 02 Building and Personal Property Coverage Form	CG 21 76 01 15	Exclusion of Punitive Damages Related to a Certified Act of Terrorism
CG 22 79 04 13 Exclusion - Contractors - Professional Liability CG 24 26 04 13 Amendment of Insured Contract Definition CG 80 08 10 09 Employee Benefits Liability Coverage Form CG 84 94 12 08 Exclusion - Consolidated Insurance Programs Wrap-Up CG 84 99 01 12 Non-Cumulation Of Liability Limits Same Occurrence CG 84 99 08 09 Non-Cumulation Liability Limits Same Occurrence CG 88 10 04 13 Commercial General Liability Extension CG 88 70 12 08 Construction Project(s)-General Aggregate Limit (Per Project) CG 88 76 12 08 Exclusion - Earth Movement - Products/Completed Operations Hazard CG 88 77 12 08 Medical Expense At Your Request Endorsement CG 88 86 12 08 Exclusion - Asbestos Liability CG 88 87 12 08 Exclusion - Lead Liability CL 01 00 03 99 C Common Policy Conditions CL 01 76 01 05 Amendatory Endorsement - Nevada CL 06 00 01 15 Certified Terrorism Loss CL 07 00 10 06 Virus or Bacteria Exclusion CP 00 10 04 02 Building and Personal Property Coverage Form	CG 21 86 12 04	Exclusion - Exterior Insulation and Finish Systems
CG 24 26 04 13 Amendment of Insured Contract Definition CG 80 08 10 09 Employee Benefits Liability Coverage Form CG 84 94 12 08 Exclusion - Consolidated Insurance Programs Wrap-Up CG 84 99 01 12 Non-Cumulation Of Liability Limits Same Occurrence CG 84 99 08 09 Non-Cumulation Liability Extension CG 88 10 04 13 Commercial General Liability Extension CG 88 70 12 08 Construction Project(s)-General Aggregate Limit (Per Project) CG 88 76 12 08 Exclusion - Earth Movement - Products/Completed Operations Hazard CG 88 77 12 08 Medical Expense At Your Request Endorsement CG 88 86 12 08 Exclusion - Asbestos Liability CG 88 87 12 08 Exclusion - Lead Liability CL 01 00 03 99 Common Policy Conditions CL 01 76 01 05 Amendatory Endorsement - Nevada CL 06 00 01 15 Certified Terrorism Loss CL 07 00 10 06 Virus or Bacteria Exclusion CP 00 10 04 02 Building and Personal Property Coverage Form	CG 21 96 03 05	Silica or Silica-Related Dust Exclusion
CG 80 08 10 09 Employee Benefits Liability Coverage Form CG 84 94 12 08 Exclusion - Consolidated Insurance Programs Wrap-Up CG 84 99 01 12 Non-Cumulation Of Liability Limits Same Occurrence CG 84 99 08 09 Non-Cumulation Liability Limits Same Occurrence CG 88 10 04 13 Commercial General Liability Extension CG 88 70 12 08 Construction Project(s)-General Aggregate Limit (Per Project) CG 88 76 12 08 Exclusion - Earth Movement - Products/Completed Operations Hazard CG 88 77 12 08 Medical Expense At Your Request Endorsement CG 88 86 12 08 Exclusion - Asbestos Liability CG 88 87 12 08 Exclusion - Lead Liability CL 01 00 03 99 Common Policy Conditions CL 01 76 01 05 Amendatory Endorsement - Nevada CL 06 00 01 15 Certified Terrorism Loss CL 07 00 10 06 Virus or Bacteria Exclusion CP 00 10 04 02 Building and Personal Property Coverage Form	CG 22 79 04 13	Exclusion - Contractors - Professional Liability
CG 84 94 12 08 Exclusion - Consolidated Insurance Programs Wrap-Up CG 84 99 01 12 Non-Cumulation Of Liability Limits Same Occurrence CG 84 99 08 09 Non-Cumulation Liability Limits Same Occurrence CG 88 10 04 13 Commercial General Liability Extension CG 88 70 12 08 Construction Project(s)-General Aggregate Limit (Per Project) CG 88 76 12 08 Exclusion - Earth Movement - Products/Completed Operations Hazard CG 88 77 12 08 Medical Expense At Your Request Endorsement CG 88 86 12 08 Exclusion - Asbestos Liability CG 88 87 12 08 Exclusion - Lead Liability CL 01 00 03 99 Common Policy Conditions CL 01 76 01 05 Amendatory Endorsement - Nevada CL 06 00 01 15 Certified Terrorism Loss CL 07 00 10 06 Virus or Bacteria Exclusion CP 00 10 04 02 Building and Personal Property Coverage Form	CG 24 26 04 13	Amendment of Insured Contract Definition
CG 84 99 01 12 Non-Cumulation Of Liability Limits Same Occurrence CG 84 99 08 09 Non-Cumulation Liability Limits Same Occurrence CG 88 10 04 13 Commercial General Liability Extension CG 88 70 12 08 Construction Project(s)-General Aggregate Limit (Per Project) CG 88 76 12 08 Exclusion - Earth Movement - Products/Completed Operations Hazard CG 88 77 12 08 Medical Expense At Your Request Endorsement CG 88 86 12 08 Exclusion - Asbestos Liability CG 88 87 12 08 Exclusion - Lead Liability CL 01 00 03 99 Common Policy Conditions CL 01 76 01 05 Amendatory Endorsement - Nevada CL 06 00 01 15 Certified Terrorism Loss CL 07 00 10 06 Virus or Bacteria Exclusion CP 00 10 04 02 Building and Personal Property Coverage Form	CG 80 08 10 09	Employee Benefits Liability Coverage Form
CG 84 99 08 09 Non-Cumulation Liability Limits Same Occurrence CG 88 10 04 13 Commercial General Liability Extension CG 88 70 12 08 Construction Project(s)-General Aggregate Limit (Per Project) CG 88 76 12 08 Exclusion - Earth Movement - Products/Completed Operations Hazard CG 88 77 12 08 Medical Expense At Your Request Endorsement CG 88 86 12 08 Exclusion - Asbestos Liability CG 88 87 12 08 Exclusion - Lead Liability CL 01 00 03 99 Common Policy Conditions CL 01 76 01 05 Amendatory Endorsement - Nevada CL 06 00 01 15 Certified Terrorism Loss CL 07 00 10 06 Virus or Bacteria Exclusion CP 00 10 04 02 Building and Personal Property Coverage Form	CG 84 94 12 08	Exclusion - Consolidated Insurance Programs Wrap-Up
CG 88 10 04 13 Commercial General Liability Extension CG 88 70 12 08 Construction Project(s)-General Aggregate Limit (Per Project) CG 88 76 12 08 Exclusion - Earth Movement - Products/Completed Operations Hazard CG 88 77 12 08 Medical Expense At Your Request Endorsement CG 88 86 12 08 Exclusion - Asbestos Liability CG 88 87 12 08 Exclusion - Lead Liability CL 01 00 03 99 Common Policy Conditions CL 01 76 01 05 Amendatory Endorsement - Nevada CL 06 00 01 15 Certified Terrorism Loss CL 07 00 10 06 Virus or Bacteria Exclusion CP 00 10 04 02 Building and Personal Property Coverage Form	CG 84 99 01 12	Non-Cumulation Of Liability Limits Same Occurrence
CG 88 70 12 08 Construction Project(s)-General Aggregate Limit (Per Project) CG 88 76 12 08 Exclusion - Earth Movement - Products/Completed Operations Hazard Medical Expense At Your Request Endorsement CG 88 86 12 08 Exclusion - Asbestos Liability CG 88 87 12 08 Exclusion - Lead Liability CL 01 00 03 99 Common Policy Conditions CL 01 76 01 05 Amendatory Endorsement - Nevada CL 06 00 01 15 Certified Terrorism Loss CL 07 00 10 06 Virus or Bacteria Exclusion CP 00 10 04 02 Building and Personal Property Coverage Form	CG 84 99 08 09	Non-Cumulation Liability Limits Same Occurrence
CG 88 76 12 08 Exclusion - Earth Movement - Products/Completed Operations Hazard CG 88 77 12 08 Medical Expense At Your Request Endorsement CG 88 86 12 08 Exclusion - Asbestos Liability CG 88 87 12 08 Exclusion - Lead Liability CL 01 00 03 99 Common Policy Conditions CL 01 76 01 05 Amendatory Endorsement - Nevada CL 06 00 01 15 Certified Terrorism Loss CL 07 00 10 06 Virus or Bacteria Exclusion CP 00 10 04 02 Building and Personal Property Coverage Form	CG 88 10 04 13	Commercial General Liability Extension
CG 88 77 12 08 Medical Expense At Your Request Endorsement CG 88 86 12 08 Exclusion - Asbestos Liability CG 88 87 12 08 Exclusion - Lead Liability CL 01 00 03 99 Common Policy Conditions CL 01 76 01 05 Amendatory Endorsement - Nevada CL 06 00 01 15 Certified Terrorism Loss CL 07 00 10 06 Virus or Bacteria Exclusion CP 00 10 04 02 Building and Personal Property Coverage Form	CG 88 70 12 08	Construction Project(s)-General Aggregate Limit (Per Project)
CG 88 86 12 08 Exclusion - Asbestos Liability CG 88 87 12 08 Exclusion - Lead Liability CL 01 00 03 99 Common Policy Conditions CL 01 76 01 05 Amendatory Endorsement - Nevada CL 06 00 01 15 Certified Terrorism Loss CL 07 00 10 06 Virus or Bacteria Exclusion CP 00 10 04 02 Building and Personal Property Coverage Form	CG 88 76 12 08	Exclusion - Earth Movement - Products/Completed Operations Hazard
CG 88 87 12 08 Exclusion - Lead Liability CL 01 00 03 99 Common Policy Conditions CL 01 76 01 05 Amendatory Endorsement - Nevada CL 06 00 01 15 Certified Terrorism Loss CL 07 00 10 06 Virus or Bacteria Exclusion CP 00 10 04 02 Building and Personal Property Coverage Form	CG 88 77 12 08	Medical Expense At Your Request Endorsement
CL 01 00 03 99 Common Policy Conditions CL 01 76 01 05 Amendatory Endorsement - Nevada CL 06 00 01 15 Certified Terrorism Loss CL 07 00 10 06 Virus or Bacteria Exclusion CP 00 10 04 02 Building and Personal Property Coverage Form	CG 88 86 12 08	Exclusion - Asbestos Liability
CL 01 76 01 05 Amendatory Endorsement - Nevada CL 06 00 01 15 Certified Terrorism Loss CL 07 00 10 06 Virus or Bacteria Exclusion CP 00 10 04 02 Building and Personal Property Coverage Form	CG 88 87 12 08	Exclusion - Lead Liability
CL 06 00 01 15 Certified Terrorism Loss CL 07 00 10 06 Virus or Bacteria Exclusion CP 00 10 04 02 Building and Personal Property Coverage Form	CL 01 00 03 99	Common Policy Conditions
CL 07 00 10 06 Virus or Bacteria Exclusion CP 00 10 04 02 Building and Personal Property Coverage Form	CL 01 76 01 05	Amendatory Endorsement - Nevada
CP 00 10 04 02 Building and Personal Property Coverage Form	CL 06 00 01 15	Certified Terrorism Loss
	CL 07 00 10 06	Virus or Bacteria Exclusion
CP 00 30 04 02 Business Income (and Extra Expense) Coverage Form	CP 00 10 04 02	Building and Personal Property Coverage Form
	CP 00 30 04 02	Business Income (and Extra Expense) Coverage Form

Servicing Office and Issue Date

Denver Regional Office

08/13/15

Authorized Representative

To report a claim, call your Agent or 1-800-362-0000

DS 70 27 01 08 08/13/15 56502233

N0092346

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PAGE

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CODE MUSEDED

American Fire and Casualty Company

Policy Change Endorsement

BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

Endorsement Period: From 07/29/2015 to 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Named Insured Agent

UNFORGETTABLE COATINGS INC

(801) 937-6700

THE BUCKNER COMPANY

POLICY FORMS AND ENDORSEMENTS - CONTINUED

This section lists the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE
CP 00 90 07 88	Commercial Property Conditions
CP 01 27 03 96	Utah Changes
CP 01 40 07 06	Exclusion of Loss Due to Virus or Bacteria
CP 10 30 04 02	Causes of Loss - Special Form
CP 10 32 08 08	Water Exclusion Endorsement
CP 72 97 04 02	Equipment Breakdown Enhancement Endorsement - Special Form
CP 88 04 03 10	Removal Permit
CP 88 10 07 10	Property Extension Plus
IL 00 17 11 98	Common Policy Conditions
IL 00 21 09 08	Nuclear Energy Liability Exclusion Endorsement (Broad Form)
IL 01 10 09 07	Nevada Changes - Concealment, Misrepresentation or Fraud
IL 01 15 01 10	Nevada Changes - Domestic Partnership
IL 02 51 09 07	Nevada Changes - Cancellation and Nonrenewal
IL 02 58 12 14	Arizona Changes - Cancellation and Non-Renewal
IL 02 66 09 08	Utah Changes - Cancellation and Non-Renewal
IL 09 35 07 02	Exclusion of Certain Computer-Related Losses
IL 09 52 01 15	Cap On Losses From Certified Acts Of Terrorism
IL 88 36 01 15	Cap On Losses From Certified Acts Of Terrorism
IL 88 38 01 15	Exclusion of Punitive Damages Related to a Certified Act of Terrorism
IM 20 57 04 04	Amendatory Endorsement - Nevada
IM 70 03 04 04	Contractors' Equipment Coverage - Small Tools
IM 71 00 06 04	Installation Floater Coverage

Servicing Office and Issue Date

Denver Regional Office 08/13/15

Authorized Representative

To report a claim, call your Agent or 1-800-362-0000

DS 70 27 01 08 08/13/15 56502233

N0092346

260

LCAFPPNO

INSURED COPY

000411

BKA (16) 56 50 22 3

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial Property
Declarations -Revised

Named Insured

UNFORGETTABLE COATINGS INC

INSURANCE

Agent

(801) 937-6700

THE BUCKNER COMPANY



Explanation of Charges

<u>DESCRIPTION</u> PREMIUM

Property Schedule Totals

Certified Acts of Terrorism Coverage

Total Advance Charges:

Note: This is not a bill

To report a claim, call your Agent or 1-800-362-0000

BKA (16) 56 50 22 3

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial Property

Declarations Schedule -Revised

Named Insured

Agent

UNFORGETTABLE COATINGS INC

(801) 937-6700

THE BUCKNER COMPANY

SUMMARY OF PROPERTY COVERAGES - BY LOCATION

Insurance at the described premises applies only for coverages for which a limit of insurance is shown. Optional coverages apply only when entries are made in this schedule.

0001 3977 W Oquendo Rd Ste G, Las Vegas, NV 89118-3049

Property

Characteristics

Description:

Construction: Masonry Non-Combustible

Your Business Personal Property Coverage

Occupancy: Painting - Exterior - Buildings or Structures - Three

Stories or Less in Height - Office

Description

Limit of Insurance - Replacement Cost

\$20,000

Coinsurance

80%

Covered Causes of Loss

Special Form - Including Theft

Deductible - All Covered Causes of Loss Unless Otherwise Stated

\$500

Premium

Equipment Breakdown Coverage

This Equipment Breakdown insurance applies to the coverages shown for this location. The Equipment Breakdown limit(s) of insurance and deductible are included in, and not in addition to, the limits and deductible shown for the Building, Your Business Personal Property, Your Business Personal Property of Others, Tenants Improvements and Betterments, Business Income and Extra Expense, Business Income Without Extra Expense, and Extra Expense coverages.

Premium

To report a claim, call your Agent or 1-800-362-0000

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Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial **Property**

Declarations Schedule -Revised

Named Insured

UNFORGETTABLE COATINGS INC

Agent (801) 937-6700

THE BUCKNER COMPANY

SUMMARY OF PROPERTY COVERAGES - BY LOCATION

0002 770 E Main St Ste 109, Lehi, UT 84043-2293

Property

Characteristics

Description:

Construction: Non-Combustible

Your Business Personal Property Coverage

Occupancy: Painting - Exterior - Buildings or Structures - Three

Stories or Less in Height - Office

Description

Limit of Insurance - Replacement Cost \$5,300

Coinsurance

Covered Causes of Loss Special Form - Including Theft

Deductible - All Covered Causes of Loss Unless Otherwise Stated

\$500

Premium

Business Income and Extra Expense Coverage

Description

Limit of Insurance - Including Rental Value \$250,000 80%

Coinsurance

Covered Causes of Loss

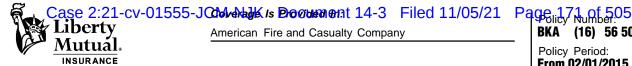
Special Form - Including Theft

Premium

To report a claim, call your Agent or 1-800-362-0000

Equipment **Breakdown** Coverage

80%



Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial **Property**

Declarations Schedule -Revised

Named Insured

Agent

UNFORGETTABLE COATINGS INC

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF PROPERTY COVERAGES - BY LOCATION

This Equipment Breakdown insurance applies to the coverages shown for this location. The Equipment Breakdown limit(s) of insurance and deductible are included in, and not in addition to, the limits and deductible shown for the Building, Your Business Personal Property, Your Business Personal Property of Others, Tenants Improvements and Betterments, Business Income and Extra Expense, Business Income Without Extra Expense, and Extra Expense coverages.

Premium

SUMMARY OF OTHER PROPERTY COVERAGES

Property Description Extension Property Extension Plus **Endorsement** Premium

Commercial Property Schedule Total:

To report a claim, call your Agent or 1-800-362-0000

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial Inland Marine Declarations -Revised

Named Insured

UNFORGETTABLE COATINGS INC

INSURANCE

Agent

(801) 937-6700

THE BUCKNER COMPANY



Explanation of Charges

DESCRIPTION

PREMIUM

Commercial Inland Marine Schedule Totals

Certified Acts of Terrorism Coverage

Total Advance Charges:

Note: This is not a bill

To report a claim, call your Agent or 1-800-362-0000

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial Inland Marine Declarations Schedule -Revised

Named Insured

Agent

UNFORGETTABLE COATINGS INC

THE BUCKNER COMPANY

Limit

(801) 937-6700

INSTALLATION FLOATER COVERAGE

PROPERTY COVERED

(X) Blanket Coverage

Jobsite Limit The most "we" pay for loss to any one "jobsite" is:	\$
Catastrophe Limit The most "we" paloss to any one occurrence is:	y for \$\$
() Scheduled Locations Coverage	
Loc.	
No. Location	Limit \$
Catastrophe Limit The most "we" pa	
COVERAGE EXTENSIONS	
Additional Debris Removal Expenses	\$5,000
Emergency Removal	days
Limited Fungus Coverage	\$
SUPPLEMENTAL COVERAGES	
Contract Penalty	\$5,000
Pollutant Cleanup and Removal	\$
Sewer Backup Coverage	\$5,000
Storage Locations	\$5,000
Testing	\$5,000
Transit	\$5,000

To report a claim, call your Agent or 1-800-362-0000

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BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial Inland Marine Declarations Schedule -Revised

Named Insured

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700

Agent

THE BUCKNER COMPANY



SUPPLEMENTAL COVERAGES (cont)	
Earthquake Coverage	
Earthquake Limit The most "we" pay for loss to any one building or structure is:	\$
Earthquake Catastrophe Limit The most "we" pay for loss in any one occurrence is: Flood Coverage	\$
Flood Limit The most "we" pay for loss to any one building or structure is:	\$
Flood Catastrophe Limit The most "we" pay for loss in any one occurrence is:	\$
DEDUCTIBLE	
Deductible Amount	\$500
	Deductible Amount
() Earthquake Coverage	\$
() Flood Coverage	\$
() Sewer Backup Coverage	\$
COINSURANCE	
() Not Applicable	

(X) 100%

() Other_____%

To report a claim, call your Agent or 1-800-362-0000

() 80%

() 90%

AAIS IM 7008 01 12 Page 1 of 1 BKA (16) 56 50 22 33

SCHEDULE OF COVERAGES CONTRACTORS' EQUIPMENT SMALL TOOLS FLOATER

(The entries required to complete this schedule will be shown below or on the "schedule of coverages".)

		"Limit"
Your Tools Limit The most "we" particular for loss to any one "tool" "you" own	•	\$ 2,500
Check if applicable:		
[] Employee Tool Limit The most pay for loss to any one employee		\$
[x] Leased/Rented Tool Limit The "we" pay for loss to any one "too lease or rent is:		\$ 2,500
Catastrophe Limit The most "we" to all tools in any one occurrence is:	pay for loss	\$ 70,000
VALUATION Actual Cash Value		
DEDUCTIBLE		
Deductible Amount	\$ 1,	000

ADDITIONAL INFORMATION

BKA (16) 56 50 22 3

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Declarations -Revised

Basis: Occurrence

Named Insured

UNFORGETTABLE COATINGS INC

INSURANCE

Agent

(801) 937-6700

THE BUCKNER COMPANY

SUMMARY OF LIMITS AND CHARGES

Commercial
General
Liability
Limits of
Insurance

DESCRIPTION	LIMIT
Each Occurrence Limit	1,000,000
Damage To Premises Rented To You Limit (Any One Premises)	300,000
Medical Expense Limit (Any One Person)	15,000
Personal and Advertising Injury Limit	1,000,000
General Aggregate Limit (Other than Products - Completed Operations)	2,000,000
Products - Completed Operations Aggregate Limit	2,000,000

Explanation of Charges

DESCRIPTION

General Liability Schedule Totals

Certified Acts of Terrorism Coverage

Total Advance Charges:

Note: This is not a bill

PREMIUM



To report a claim, call your Agent or 1-800-362-0000

08/13/15 56502233 N0092346 260 LCAFPPNO INSURED COPY 000411 PAGE 13 OF 26

BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Declarations Schedule -Revised

UNFORGETTABLE COATINGS INC

INSURANCE

Named Insured

(801) 937-6700 THE BUCKNER COMPANY

Agent

SUMMARY OF CLASSIFICATIONS - BY LOCATION

0003 16834 S Cyan Ct, Phoenix, AZ 85048-3000

Insured: UNFORGETTABLE COATINGS INC

CLASSIFICATION - 98305

Painting - Interior - Buildings Or Structures

f any	6.995	
Total:		
	4.300	
Total:		
		4.300

CLASSIFICATION - 98305

Painting - Interior - Buildings Or Structures

COVERAGE DESCRIPTION	F Premium Based On - Employees Payroll	RATED / PER 1,000	PREMIUM
- COVERNAL DECORN FION	THE MICHIGAN DAOLD ON Employees Taylon	1,000	1 IILIVIIOIVI
Premise/Operations	Dollars Of Payroll - if any	6.995	
	Total:		
D 1 1/2 1 1 2 1		4.200	
Products/Completed Operations		4.300	

Total:

To report a claim, call your Agent or 1-800-362-0000

08/13/15 56502233 N0092346 260 LCAFPPNO INSURED COPY 000411 PAGE 14 OF

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Schedule -Revised **Declarations**

Named Insured

UNFORGETTABLE COATINGS INC

INSURANCE

Agent

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION

CLASSIFICATION - 91581

Contractors - Subcontracted Work - In Connection With Construction, Reconstruction, Erection or Repair -

Not Buildings

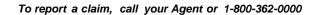
PREMIUM BASED ON -	RATED / PER 1,000	PREMIUM
Dollars Of Total Cost - if any	4.926	
To	tal:	
	3.731	
To	tal:	
	Dollars Of Total Cost - if any To	PREMIUM BASED ON - 1,000 Dollars Of Total Cost - if any 4.926 Total:

CLASSIFICATION - 91585

Contractors - Subcontracted Work - In Connection With Construction, Reconstruction, Repair or Erection Of **Buildings NOC**

COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Total Cost - if any	3.081	
	Te	otal:	
Products/Completed Operations		1.730	
	T	-4-1.	

Total:





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BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Declarations Schedule -Revised

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

CLASSIFICATION - 98304

Painting - Exterior - Buildings Or Structures - Three

Stories Or Less In Height NOC

COVERAGE DESCRIPTION	PREMIUM BASED ON - Executive Officers	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Payroll - if any	12.935	
	Total:		
Products/Completed Operations		6.504	
	Total:		
CLASSIFICATION - 98304			

Painting - Exterior - Buildings Or Structures - Three

Stories Or Less In Height NOC

COVERAGE DESCRIPTION	PREMIUM BASED ON -	Employees Payroll	RATED / PER 1,000	PREMIUM
Premise/Operations	24,000 Dollars Of Payro	oll	12.935	
		Total:		
Products/Completed Operations			6.504	
		Total:		

To report a claim, call your Agent or 1-800-362-0000

08/13/15 56502233 N0092346 260 LCAFPPNO INSURED COPY 000411 PAGE 16 OF

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Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Declarations Schedule -Revised

Named Insured

UNFORGETTABLE COATINGS INC

INSURANCE

Agent (801) 937-6700

THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

0001 3977 W Oquendo Rd Ste G, Las Vegas, NV 89118-3049

Insured: UNFORGETTABLE COATINGS INC

CLASSIFICATION - 98304

Painting - Exterior - Buildings Or Structures - Three

Stories Or Less In Height NOC

COVERAGE DESCRIPTION	PREMIUM BASED ON - Executive Officers	RATED / PER 1,000	PREMIUM
Premise/Operations	29,300 Dollars Of Payroll	17.710	
_	Total:		
Products/Completed Operations		8.770	
	Total:		

CLASSIFICATION - 98304

Painting - Exterior - Buildings Or Structures - Three

Stories Or Less In Height NOC

COVERAGE DESCRIPTION	PREMIUM BASED ON - Employees Payroll	RATED / PER 1,000	PREMIUM
Premise/Operations	970,700 Dollars Of Payroll	17.710	
	Total:		
Products/Completed Operations		8.770	
	Total:		

To report a claim, call your Agent or 1-800-362-0000

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Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Declarations Schedule -Revised

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

CLASSIFICATION - 91581

Contractors - Subcontracted Work - In Connection With Construction, Reconstruction, Erection or Repair - Not Buildings

COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Total Cost - if any	4.680	
	To	otal:	
Products/Completed Operations		3.544	
	Ta	otal:	

CLASSIFICATION - 91585

Contractors - Subcontracted Work - In Connection With Construction, Reconstruction, Repair or Erection Of Buildings NOC

COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Total Cost - if any	2.927	
	To	otal:	
Products/Completed Operations		1.643	
	To	otal:	

To report a claim, call your Agent or 1-800-362-0000

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BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Declarations Schedule -Revised

Named Insured

UNFORGETTABLE COATINGS INC

INSURANCE

Agent

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

CLASSIFICATION - 98305

Painting - Interior - Buildings Or Structures

COVERAGE DESCRIPTION	PREMIUM BASED ON - Executive Officers	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Payroll - if any	9.817	
	Total:		
Products/Completed Operations		5.919	
	Total:		
CLASSIFICATION - 98305			

Painting - Interior - Buildings Or Structures

COVERAGE DESCRIPTION	PREMIUM BASED ON - Employees Payroll	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Payroll - if any	9.817	
_	Total:	-	
Products/Completed Operations		5.919	
		<u>, </u>	

Total:

To report a claim, call your Agent or 1-800-362-0000



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N0092346

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Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Declarations Schedule -Revised

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

0002 770 E Main St Ste 109, Lehi, UT 84043-2293

Insured: UNFORGETTABLE COATINGS INC

CLASSIFICATION - 98305

Painting - Interior - Buildings Or Structures

PREMIUM BASED ON - Executive Officers	RATED / PER 1,000	PREMIUM
Dollars Of Payroll - if any	7.446	
Total:		
	3.482	
Total:		
	Dollars Of Payroll - if any Total:	PREMIUM BASED ON - Executive Officers 1,000 Dollars Of Payroll - if any 7.446 Total: 3.482

CLASSIFICATION - 98305

Painting - Interior - Buildings Or Structures

COVERAGE DESCRIPTION	PREMIUM BASED ON - Employees Payroll	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Payroll - if any	7.446	
	Total:		
Products/Completed Operations		3.482	

Total:

To report a claim, call your Agent or 1-800-362-0000

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BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Schedule -Revised **Declarations**

Named Insured

UNFORGETTABLE COATINGS INC

INSURANCE

Agent (801) 937-6700

THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

CLASSIFICATION - 98304

Painting - Exterior - Buildings Or Structures - Three

Stories Or Less In Height NOC

Stories Or Less In Height NOC

COVERAGE DESCRIPTION	PREMIUM BASED ON - Executive Officers	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Payroll - if any	12.411	
	Total:		
Products/Completed Operations		6.567	
	Total:		
CLASSIFICATION - 98304 Painting - Exterior - Buildings Or Str	ructures - Three		

COVERAGE DESCRIPTION	PREMIUM BASED ON - Employees Payroll	RATED / PER 1,000	PREMIUM
Premise/Operations	500,000 Dollars Of Payroll	12.411	
	Total:		
Products/Completed Operations		6.567	
	Total:		

To report a claim, call your Agent or 1-800-362-0000

08/13/15

56502233

N0092346

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Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Declarations Schedule -Revised

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

0001 3977 W Oquendo Rd Ste G, Las Vegas, NV 89118-3049

Insured: UNFORGETTABLE COATINGS INC

CLASSIFICATION - 98303

Painting - Exterior - Buildings Or Structures - Exceeding

Three Stories In Height NOC

COVERAGE DESCRIPTION	PREMIUM BASED ON - Executive Officers	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Payroll - if any	63.685	
	Total:		
Products/Completed Operations		38.177	
	Total:		
CI ACCIEINATION 00202			

CLASSIFICATION - 98303

Painting - Exterior - Buildings Or Structures - Exceeding

Three Stories In Height NOC

COVERAGE DESCRIPTION	PREMIUM BASED ON -	Employees Payroll	RATED / PER 1,000	PREMIUM
Premise/Operations	60,000 Dollars Of Pay	roll	63.685	
		Total:		
Products/Completed Operations			38.177	
		Total:		

To report a claim, call your Agent or 1-800-362-0000

08/13/15 56502233 N0092346 260 LCAFPPNO INSURED COPY 000411 PAGE 22 OF 2

BKA (16) 56 50 22 3

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Declarations Schedule -Revised

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

0004 2860 W 4570 S 289, WEST VALLEY CITY, UT 84119

Insured: UNFORGETTABLE COATINGS INC

CLASSIFICATION - 63010

Dwellings - One-Family - (Lessor's Risk Only)

Products-Completed Operations Are Subject To The General

Aggregate Limit.

COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER EACH	PREMIUM
Premise/Operations	1 Dwelling(s)	56.250	
		Total:	

0005 2860 W 4570 S 293, WEST VALLEY CITY, UT 84119

Insured: UNFORGETTABLE COATINGS INC

CLASSIFICATION - 63010

Dwellings - One-Family - (Lessor's Risk Only)

Products-Completed Operations Are Subject To The General

Aggregate Limit.

COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER EACH	PREMIUM
Premise/Operations	1 Dwelling(s)	56.250	
		Total:	

To report a claim, call your Agent or 1-800-362-0000

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BKA

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Schedule -Revised **Declarations**

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

0006 2860 W 4570 S 294, WEST VALLEY CITY, UT 84119

Insured: UNFORGETTABLE COATINGS INC

CLASSIFICATION - 63010

Dwellings - One-Family - (Lessor's Risk Only)

Products-Completed Operations Are Subject To The General

Project)

Aggregate Limit.

COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER EACH	PREMIUM
Premise/Operations	1 Dwelling(s)	56.250	
		Total:	

SUMMARY OF OTHER COVERAGE

COVERAGE DESCRIPTION		PREMIUM
	Construction Project(s) - General Aggregate Limit (Per	

Commercial General Liability Schedule Total

24

To report a claim, call your Agent or 1-800-362-0000

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Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Employee Benefits Liability Declarations -Revised

Basis: Claims Made

This insurance does not apply to any negligent act, error, or omission that occurs before the retroactive date 02/01/2015, if any shown. Read your coverage form carefully.



Named Insured

UNFORGETTABLE COATINGS INC

Agent

(801) 937-6700

THE BUCKNER COMPANY

SUMMARY OF LIMITS AND CHARGES

Employees Benefits Liability **Limits of** Insurance

DESCRIPTION

Each Employee Limit

Aggregate Limit This Coverage is subject to a \$1,000. per claim deductible

Explanation of Charges

DESCRIPTION

Employee Benefits

Certified Acts of Terrorism Coverage

Total Advance Charges:

PREMIUM

1,000,000

1,000,000

LIMIT

Note: This is not a bill

To report a claim, call your Agent or 1-800-362-0000

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Employee Benefits Liability Declarations Schedule -Revised BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Named Insured Agent

UNFORGETTABLE COATINGS INC

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - continued

Insured: UNFORGETTABLE COATINGS INC

CLASSIFICATION - 73124

Employee Benefits Liability - Claims Made

OOVERAGE RECORDINGS	DDEMIUM DACED ON	RATED / PER	DDEMIUM
COVERAGE DESCRIPTION	PREMIUM BASED ON -	EACH	PREMIUM
Employee Benefits Liability Minimum Premium Adjustment	15 Employee(s)	.367	
		Total:	

Employee Benefits Liability Schedule Total

To report a claim, call your Agent or 1-800-362-0000

LCAFPPNO INSURED COPY 56502233 000411 08/13/15 N0092346 260 PAGE 26 OF

Policy Change Endorsement

BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

Endorsement Period: From 07/20/2015 to 02/01/2016 12:01 am Standard Time

at Insured Mailing Location

Named Insured & Mailing Address

UNFORGETTABLE COATINGS INC 3977 W OQUENDO RD STE G LAS VEGAS, NV 89118

(801) 937-6700 THE BUCKNER COMPANY 6550 MILLROCK DR STE 300 SALT LAKE CITY, UT 84121-2331

Agent Mailing Address & Phone No.

CHANGES TO POLICY - TRANSACTION # 7

This Policy Change Endorsement Results In A Change In The Charges As Follows:

Additional Premium

Total Additional Charges Certified Acts of Terrorism Additional Charges



Description of Change(s)

Coverage Forms and Endorsements amending policy to add per project aggregate See The Revised Declarations and Declarations Schedule

Servicing Office and Issue Date

Denver Regional Office 07/27/15

Authorized Representative

To report a claim, call your Agent or 1-800-362-0000

DS 70 27 01 08 07/27/15 56502233

N0164373

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PAGE 1 OF

Policy Change Endorsement

BKA (16) 56 50 22 33

Policy Period:

THE BUCKNER COMPANY

From 02/01/2015 To 02/01/2016

Endorsement Period: From 07/20/2015 to 02/01/2016 12:01 am Standard Time

at Insured Mailing Location

Named Insured Agent UNFORGETTABLE COATINGS INC (801) 937-6700

OTHER NAMED INSUREDS

INSURANCE

HOLDEN CONSTRUCTION LLC

SUMMARY OF LOCATIONS

0001 3977 W Oquendo Rd Ste G, Las Vegas, NV 89118-3049

0002 770 E Main St Ste 109, Lehi, UT 84043-2293

0003 16834 S Cyan Ct, Phoenix, AZ 85048-3000

0004 2860 W 4570 S 289, WEST VALLEY CITY, UT 84119

0005 2860 W 4570 S 293, WEST VALLEY CITY, UT 84119

0006 2860 W 4570 S 294, WEST VALLEY CITY, UT 84119

POLICY FORMS AND ENDORSEMENTS

This section lists the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE
CG 00 01 04 13	Commercial General Liability Coverage Form - Occurrence
CG 01 86 12 04	Utah Changes
CG 03 00 01 96	Deductible Liability Insurance
CG 21 06 05 14	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And
	Data-Related Liability - With Limited Bodily Injury Exception
CG 21 47 12 07	Employment-Related Practices Exclusion

Servicing Office and Issue Date

Denver Regional Office

07/27/15 Authorized Representative

To report a claim, call your Agent or 1-800-362-0000

DS 70 27 01 08 07/27/15 56502233

Policy Change Endorsement

BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

Endorsement Period:

From 07/20/2015 to 02/01/2016 12:01 am Standard Time at Insured Mailing Location

Named Insured Agent

UNFORGETTABLE COATINGS INC

(801) 937-6700

THE BUCKNER COMPANY

POLICY FORMS AND ENDORSEMENTS - CONTINUED

This section lists the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE
CG 21 65 12 04	Total Pollution Exclusion with a Building Heating, Cooling and Dehumidifying
	Equipment Exception and a Hostile Fire Exception
CG 21 67 12 04	Fungi or Bacteria Exclusion
*CG 21 70 01 15	Cap on Losses from Certified Acts of Terrorism
*CG 21 76 01 15	Exclusion of Punitive Damages Related to a Certified Act of Terrorism
CG 21 86 12 04	Exclusion - Exterior Insulation and Finish Systems
CG 21 96 03 05	Silica or Silica-Related Dust Exclusion
CG 22 79 04 13	Exclusion - Contractors - Professional Liability
CG 24 26 04 13	Amendment of Insured Contract Definition
CG 80 08 10 09	Employee Benefits Liability Coverage Form
CG 84 94 12 08	Exclusion - Consolidated Insurance Programs Wrap-Up
CG 84 99 01 12	Non-Cumulation Of Liability Limits Same Occurrence
CG 84 99 08 09	Non-Cumulation Liability Limits Same Occurrence
CG 88 10 04 13	Commercial General Liability Extension
*CG 88 70 12 08	Construction Project(s)-General Aggregate Limit (Per Project)
CG 88 76 12 08	Exclusion - Earth Movement - Products/Completed Operations Hazard
CG 88 77 12 08	Medical Expense At Your Request Endorsement
CG 88 86 12 08	Exclusion - Asbestos Liability
CG 88 87 12 08	Exclusion - Lead Liability
CL 01 00 03 99	Common Policy Conditions
CL 01 76 01 05	Amendatory Endorsement - Nevada
*CL 06 00 01 15	Certified Terrorism Loss
CL 07 00 10 06	Virus or Bacteria Exclusion
CP 00 10 04 02	Building and Personal Property Coverage Form
CP 00 30 04 02	Business Income (and Extra Expense) Coverage Form

Servicing Office and Issue Date

Denver Regional Office 07/27/15

Authorized Representative

To report a claim, call your Agent or 1-800-362-0000

DS 70 27 01 08 07/27/15 56502233

N0164373

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PAGE

INSURANCE

CODE MUSEDED

American Fire and Casualty Company

Policy Change Endorsement

BKA (16) 56 50 22 33

Policy Period: From 02/01/2015 To 02/01/2016

Endorsement Period:

From 07/20/2015 to 02/01/2016 12:01 am Standard Time at Insured Mailing Location

Named Insured Agent

UNFORGETTABLE COATINGS INC

(801) 937-6700

THE BUCKNER COMPANY

POLICY FORMS AND ENDORSEMENTS - CONTINUED

This section lists the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE
CP 00 90 07 88	Commercial Property Conditions
CP 01 27 03 96	Utah Changes
CP 01 40 07 06	Exclusion of Loss Due to Virus or Bacteria
CP 10 30 04 02	Causes of Loss - Special Form
CP 10 32 08 08	Water Exclusion Endorsement
CP 72 97 04 02	Equipment Breakdown Enhancement Endorsement - Special Form
CP 88 04 03 10	Removal Permit
CP 88 10 07 10	Property Extension Plus
IL 00 17 11 98	Common Policy Conditions
IL 00 21 09 08	Nuclear Energy Liability Exclusion Endorsement (Broad Form)
IL 01 10 09 07	Nevada Changes - Concealment, Misrepresentation or Fraud
IL 01 15 01 10	Nevada Changes - Domestic Partnership
IL 02 51 09 07	Nevada Changes - Cancellation and Nonrenewal
IL 02 58 12 14	Arizona Changes - Cancellation and Non-Renewal
IL 02 66 09 08	Utah Changes - Cancellation and Non-Renewal
IL 09 35 07 02	Exclusion of Certain Computer-Related Losses
*IL 09 52 01 15	Cap On Losses From Certified Acts Of Terrorism
*IL 88 36 01 15	Cap On Losses From Certified Acts Of Terrorism
*IL 88 38 01 15	Exclusion of Punitive Damages Related to a Certified Act of Terrorism
IM 20 57 04 04	Amendatory Endorsement - Nevada
IM 70 03 04 04	Contractors' Equipment Coverage - Small Tools
IM 71 00 06 04	Installation Floater Coverage

Servicing Office and Issue Date

Denver Regional Office

07/27/15

Authorized Representative

To report a claim, call your Agent or 1-800-362-0000

DS 70 27 01 08 07/27/15 56502233

N0164373

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PAGE 0F **Property Schedule Totals**

American Fire and Casualty Company

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial **Property Declarations** -Revised

Named Insured

Explanation of

Charges

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CHARGES

DESCRIPTION

Certified Acts of Terrorism Coverage

Total Advance Charges:

Note: This is not a bill

PREMIUM

To report a claim, call your Agent or 1-800-362-0000

BKA (16) 56 50 22 3

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial Property

Declarations Schedule -Revised

Named Insured

Agent

UNFORGETTABLE COATINGS INC

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF PROPERTY COVERAGES - BY LOCATION

Insurance at the described premises applies only for coverages for which a limit of insurance is shown. Optional coverages apply only when entries are made in this schedule.

0001 3977 W Oquendo Rd Ste G, Las Vegas, NV 89118-3049

Property

Characteristics

Description:

Construction: Masonry Non-Combustible

Your Business Personal Property Coverage

Occupancy: Painting - Exterior - Buildings or Structures - Three

Stories or Less in Height - Office

Description

Limit of Insurance - Replacement Cost \$20,000
Coinsurance 80%

Covered Causes of Loss

Special Form - Including Theft

Deductible - All Covered Causes of Loss Unless Otherwise Stated \$500

Premium

Equipment Breakdown Coverage

This Equipment Breakdown insurance applies to the coverages shown for this location. The Equipment Breakdown limit(s) of insurance and deductible are included in, and not in addition to, the limits and deductible shown for the Building, Your Business Personal Property, Your Business Personal Property of Others, Tenants Improvements and Betterments, Business Income and Extra Expense, Business Income Without Extra Expense, and Extra Expense coverages.

Premium

To report a claim, call your Agent or 1-800-362-0000

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial **Property**

Declarations Schedule -Revised

Named Insured

UNFORGETTABLE COATINGS INC

(801) 937-6700

Agent

THE BUCKNER COMPANY

SUMMARY OF PROPERTY COVERAGES - BY LOCATION

0002 770 E Main St Ste 109, Lehi, UT 84043-2293

Property

Characteristics

Description:

Construction: Non-Combustible

Your Business Personal Property Coverage

Occupancy: Painting - Exterior - Buildings or Structures - Three

Stories or Less in Height - Office

Description

Limit of Insurance - Replacement Cost \$5,300

Coinsurance

Covered Causes of Loss

Special Form - Including Theft

Deductible - All Covered Causes of Loss Unless Otherwise Stated \$500

Premium

Business Income and Extra Expense Coverage

Description

Limit of Insurance - Including Rental Value \$250,000 80%

Coinsurance

Covered Causes of Loss

Special Form - Including Theft

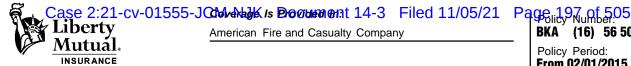
Premium

Coverage

Equipment **Breakdown**

To report a claim, call your Agent or 1-800-362-0000

80%



Declarations

American Fire and Casualty Company

Commercial **Property**

Schedule -Revised

BKA

Policy Period: From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Named Insured

Agent

UNFORGETTABLE COATINGS INC

(801) 937-6700

THE BUCKNER COMPANY

SUMMARY OF PROPERTY COVERAGES - BY LOCATION

This Equipment Breakdown insurance applies to the coverages shown for this location. The Equipment Breakdown limit(s) of insurance and deductible are included in, and not in addition to, the limits and deductible shown for the Building, Your Business Personal Property, Your Business Personal Property of Others, Tenants Improvements and Betterments, Business Income and Extra Expense, Business Income Without Extra Expense, and Extra Expense coverages.

Premium

SUMMARY OF OTHER PROPERTY COVERAGES

Property Description Extension Property Extension Plus **Endorsement** Premium **Commercial Property Schedule Total:**

To report a claim, call your Agent or 1-800-362-0000

0F

BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial Inland Marine Declarations -Revised

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CHARGES

Explanation of Charges

DESCRIPTION

PREMIUM

Commercial Inland Marine Schedule Totals

Certified Acts of Terrorism Coverage

Total Advance Charges:

Note: This is not a bill

To report a claim, call your Agent or 1-800-362-0000

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PAGE

BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial Inland Marine Declarations Schedule -Revised

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

Limit

INSTALLATION FLOATER COVERAGE

PROPERTY COVERED

(X) Blanket Coverage

Jobsite Limit -- The most "we" pay for

loss to any one "jobsite" is:	\$10,000
Catastrophe Limit The most "we" pay for loss to any one occurrence is:	\$ <u>10,000</u>
() Scheduled Locations Coverage	
Loc.	
No. Location	Limit \$
Catastrophe Limit The most "we" pay for loss to any one occurrence is:	\$
COVERAGE EXTENSIONS	
Additional Debris Removal Expenses	\$5,000
Emergency Removal	10 days
Limited Fungus Coverage	\$15,000
SUPPLEMENTAL COVERAGES	
Contract Penalty	\$5,000
Pollutant Cleanup and Removal	\$ <u> </u>
Sewer Backup Coverage	\$5,000
Storage Locations	\$5,000
Testing	\$5,000
Transit	\$5,000

To report a claim, call your Agent or 1-800-362-0000

IM 71 05 04 04

07/27/15 56502233 N0164373 LCAOPPN0 INSURED COPY 000892 260 PAGE 10 OF 34

BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial Inland Marine Declarations Schedule -Revised

Named Insured

UNFORGETTABLE COATINGS INC

INSURANCE

Agent

(801) 937-6700 THE BUCKNER COMPANY



SUPPLEMENTAL COVERAGES (cont) Earthquake Coverage	
Earthquake Limit The most "we" pay for loss to any one building or structure is:	\$
Earthquake Catastrophe Limit The most "we" pay for loss in any one occurrence is: Flood Coverage	\$
Flood Limit The most "we" pay for loss to any one building or structure is:	\$
Flood Catastrophe Limit The most "we" pay for loss in any one occurrence is:	\$
DEDUCTIBLE	
Deductible Amount	\$500
	Deductible Amount
() Earthquake Coverage	\$
() Flood Coverage	\$
() Sewer Backup Coverage	\$
COINSURANCE	
() Not Applicable	

(X) 100%

() Other_____%

To report a claim, call your Agent or 1-800-362-0000

() 80%

() 90%

AAIS IM 7008 01 12 Page 1 of 1 BKA (16) 56 50 22 33

SCHEDULE OF COVERAGES CONTRACTORS' EQUIPMENT SMALL TOOLS FLOATER

(The entries required to complete this schedule will be shown below or on the "schedule of coverages".)

		"Lir	nit"
Your Tools Limit The most "we" p for loss to any one "tool" "you" own	•	\$	2,500
Check if applicable:			
[] Employee Tool Limit The most pay for loss to any one employee		\$	
[x] Leased/Rented Tool Limit The "we" pay for loss to any one "to lease or rent is:		\$	2,500
Catastrophe Limit The most "we" to all tools in any one occurrence is:	pay for loss	\$	70,000
VALUATION Actual Cash Value			
DEDUCTIBLE			
Deductible Amount	\$	1,000	

ADDITIONAL INFORMATION

BKA

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Declarations -Revised

Basis: Occurrence

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF LIMITS AND CHARGES

Commercial
General
Liability
Limits of
Insurance

DESCRIPTION	LIMIT
Each Occurrence Limit	1,000,000
Damage To Premises Rented To You Limit (Any One Premises)	300,000
Medical Expense Limit (Any One Person)	15,000
Personal and Advertising Injury Limit	1,000,000
General Aggregate Limit (Other than Products - Completed Operations)	2,000,000
Products - Completed Operations Aggregate Limit	2,000,000

Explanation of Charges

DESCRIPTION PREMIUM General Liability Schedule Totals Certified Acts of Terrorism Coverage

Total Advance Charges:

Note: This is not a bill



To report a claim, call your Agent or 1-800-362-0000

07/27/15 LCAOPPN0 56502233 N0164373 260

BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Declarations Schedule -Revised

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION

0003 16834 S Cyan Ct, Phoenix, AZ 85048-3000

Insured: UNFORGETTABLE COATINGS INC

CLASSIFICATION - 98305

Painting - Interior - Buildings Or Structures

f any	6.995	
Total:		
	4.300	
Total:		
		4.300

CLASSIFICATION - 98305

Painting - Interior - Buildings Or Structures

COVERAGE DESCRIPTION	PREMIUM BASED ON - Employees Payroll	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Payroll - if any	6.995	
	Total:		
Products/Completed Operations		4.300	

Total:

To report a claim, call your Agent or 1-800-362-0000

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Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Schedule -Revised **Declarations**

Named Insured

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700

Agent

THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION

CLASSIFICATION - 91581

Contractors - Subcontracted Work - In Connection With Construction, Reconstruction, Erection or Repair -

Not Buildings

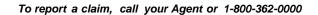
PREMIUM BASED ON -	RATED / PER 1,000	PREMIUM
Dollars Of Total Cost - if any	4.926	
To	tal:	
	3.731	
To	tal:	
	Dollars Of Total Cost - if any To	PREMIUM BASED ON - 1,000 Dollars Of Total Cost - if any 4.926 Total:

CLASSIFICATION - 91585

Contractors - Subcontracted Work - In Connection With Construction, Reconstruction, Repair or Erection Of **Buildings NOC**

COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Total Cost - if any	3.081	
	To	otal:	
Products/Completed Operations		1.730	
	T	otal.	

Total:





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BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Declarations Schedule -Revised

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

CLASSIFICATION - 98304

Painting - Exterior - Buildings Or Structures - Three

Stories Or Less In Height NOC

COVERAGE DESCRIPTION	PREMIUM BASED ON - Executive Officers	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Payroll - if any	12.935	
	Total:		
Products/Completed Operations		6.504	
	Total:		
CLASSIFICATION - 98304			

Painting - Exterior - Buildings Or Structures - Three

Stories Or Less In Height NOC

COVERAGE DESCRIPTION	PREMIUM BASED ON - Employees Payroll	RATED / PER 1,000	PREMIUM
Premise/Operations	24,000 Dollars Of Payroll	12.935	
	Total:		-
Products/Completed Operations		6.504	
	Total:		

To report a claim, call your Agent or 1-800-362-0000

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BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Declarations Schedule -Revised

Named Insured

UNFORGETTABLE COATINGS INC

INSURANCE

Agent

(801) 937-6700

THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

0001 3977 W Oquendo Rd Ste G, Las Vegas, NV 89118-3049

Insured: UNFORGETTABLE COATINGS INC

CLASSIFICATION - 98304

Painting - Exterior - Buildings Or Structures - Three

Stories Or Less In Height NOC

COVERAGE DESCRIPTION	PREMIUM BASED ON - Executive Officers	RATED / PER 1,000	PREMIUM
Premise/Operations	29,300 Dollars Of Payroll	17.710	
	Total:		
Products/Completed Operations		8.770	
	Total:		

CLASSIFICATION - 98304

Painting - Exterior - Buildings Or Structures - Three

Stories Or Less In Height NOC

COVERAGE DESCRIPTION	PREMIUM BASED ON - Employees Payroll	RATED / PER 1,000	PREMIUM
Premise/Operations	970,700 Dollars Of Payroll	17.710	
	Total:		
Products/Completed Operations		8.770	
	Total:		

To report a claim, call your Agent or 1-800-362-0000

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BKA (16) 56 50 22 3

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Declarations Schedule -Revised

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

CLASSIFICATION - 91581

Contractors - Subcontracted Work - In Connection With Construction, Reconstruction, Erection or Repair - Not Buildings

COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Total Cost - if any	4.680	
	To	otal:	
Products/Completed Operations		3.544	
	To	otal:	

CLASSIFICATION - 91585

Contractors - Subcontracted Work - In Connection With Construction, Reconstruction, Repair or Erection Of Buildings NOC

COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Total Cost - if any	2.927	
	To	otal:	
Products/Completed Operations		1.643	
	To	otal:	

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To report a claim, call your Agent or 1-800-362-0000

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Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Schedule -Revised **Declarations**

Named Insured

UNFORGETTABLE COATINGS INC

INSURANCE

Agent

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

CLASSIFICATION - 98305

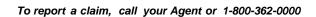
Painting - Interior - Buildings Or Structures

COVERAGE DESCRIPTION	PREMIUM BASED ON - Executive Officers	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Payroll - if any	9.817	
	Total:		
Products/Completed Operations		5.919	
	Total:		
CLASSIFICATION - 98305			

Painting - Interior - Buildings Or Structures

COVERAGE DESCRIPTION	PREMIUM BASED ON - Employees Payroll	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Payroll - if any	9.817	
	Total:		
Products/Completed Operations		5.919	

Total:





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N0164373

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07/27/15

LCAOPPN0

BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Declarations Schedule -Revised

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

0002 770 E Main St Ste 109, Lehi, UT 84043-2293

Insured: UNFORGETTABLE COATINGS INC

CLASSIFICATION - 98305

Painting - Interior - Buildings Or Structures

COVERAGE DESCRIPTION	PREMIUM BASED ON - Executive Officers	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Payroll - if any	7.446	
	Total:		
Products/Completed Operations		3.482	
	Total:		

CLASSIFICATION - 98305

20

Painting - Interior - Buildings Or Structures

COVERAGE DESCRIPTION	PREMIUM BASED ON - Employees Payroll	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Payroll - if any	7.446	
	Total:		
Products/Completed Operations		3.482	

Total:

To report a claim, call your Agent or 1-800-362-0000

07/27/15 56502233 N0164373 260 LCAOPPNO INSURED COPY 000892 PAGE 20 OF

BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

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12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Declarations Schedule -Revised

Named Insured

UNFORGETTABLE COATINGS INC

INSURANCE

Agent

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

CLASSIFICATION - 98304

Painting - Exterior - Buildings Or Structures - Three

Stories Or Less In Height NOC

COVERAGE DESCRIPTION	PREMIUM BASED ON - Executive Officers	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Payroll - if any	12.411	
	Total:		
Products/Completed Operations		6.567	
	Total:		
CLASSIFICATION - 98304			

Painting - Exterior - Buildings Or Structures - Three Stories Or Less In Height NOC

COVERAGE DESCRIPTION	PREMIUM BASED ON - Employees Payroll	RATED / PER 1,000	PREMIUM
Premise/Operations	500,000 Dollars Of Payroll	12.411	
	Total:		
Products/Completed Operations		6.567	
	Total:		

To report a claim, call your Agent or 1-800-362-0000

07/27/15 56502233 N0164373 260 LCAOPPNO INSURED COPY 000892



BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Schedule -Revised **Declarations**

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

0001 3977 W Oquendo Rd Ste G, Las Vegas, NV 89118-3049

Insured: UNFORGETTABLE COATINGS INC

CLASSIFICATION - 98303

Painting - Exterior - Buildings Or Structures - Exceeding

Three Stories In Height NOC

COVERAGE DESCRIPTION	PREMIUM BASED ON - Executive Officers	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Payroll - if any	63.685	
	Total:		
Products/Completed Operations		38.177	
	Total:		
CLASSIFICATION - 98303			

Painting - Exterior - Buildings Or Structures - Exceeding

Three Stories In Height NOC

COVERAGE DESCRIPTION	PREMIUM BASED ON - Employees Pa	RATED / PER ayroll 1,000	PREMIUM
Premise/Operations	60,000 Dollars Of Payroll	63.685	
	T	Fotal:	
Products/Completed Operations		38.177	
	Т	otal:	

To report a claim, call your Agent or 1-800-362-0000

LCAOPPN0 000892 07/27/15 56502233 N0164373 INSURED COPY PAGE 22 OF 260

BKA (16) 56 50 22 3

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Declarations Schedule -Revised

Named Insured

UNFORGETTABLE COATINGS INC

INSURANCE

Agent

(801) 937-6700

THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

0004 2860 W 4570 S 289, WEST VALLEY CITY, UT 84119

Insured: UNFORGETTABLE COATINGS INC

CLASSIFICATION - 63010

Dwellings - One-Family - (Lessor's Risk Only)

Products-Completed Operations Are Subject To The General

Aggregate Limit.

COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER EACH	PREMIUM
Premise/Operations	1 Dwelling(s)	56.250	
		Total:	

0005 2860 W 4570 S 293, WEST VALLEY CITY, UT 84119

Insured: UNFORGETTABLE COATINGS INC

CLASSIFICATION - 63010

Dwellings - One-Family - (Lessor's Risk Only)

Products-Completed Operations Are Subject To The General

Aggregate Limit.

COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER Each	PREMIUM
Premise/Operations	1 Dwelling(s)	56.250	
		Total:	

To report a claim, call your Agent or 1-800-362-0000

07/27/15 56502233 N0164373 260 LCAOPPNO INSURED COPY 000892 PAGE 23 OF



BKA

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Schedule -Revised **Declarations**

UNFORGETTABLE COATINGS INC

INSURANCE

Named Insured

(801) 937-6700 THE BUCKNER COMPANY

Agent

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

0006 2860 W 4570 S 294, WEST VALLEY CITY, UT 84119

Insured: UNFORGETTABLE COATINGS INC

CLASSIFICATION - 63010

Dwellings - One-Family - (Lessor's Risk Only)

Products-Completed Operations Are Subject To The General

Aggregate Limit.

COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER EACH	PREMIUM
Premise/Operations	1 Dwelling(s)	56.250	
		Total:	

SUMMARY OF OTHER COVERAGE

COVERAGE DESCRIPTION		PREMIUM
	Construction Project(s) - General Aggregate Limit (Per	
	Project)	

Commercial General Liability Schedule Total

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To report a claim, call your Agent or 1-800-362-0000

LCAOPPN0 000892 PAGE 24 OF 07/27/15 56502233 N0164373 INSURED COPY 260

BKA (16) 56 50 22 3

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Employee Benefits Liability Declarations -Revised

Basis: Claims Made

This insurance does not apply to any negligent act, error, or omission that occurs before the retroactive date 02/01/2015, if any shown. Read your coverage form carefully.



Named Insured Agent

UNFORGETTABLE COATINGS INC

(801) 937-6700

THE BUCKNER COMPANY

SUMMARY OF LIMITS AND CHARGES

Employees
Benefits
Liability
Limits of
Insurance

DESCRIPTIONLIMITEach Employee Limit1,000,000Aggregate Limit1,000,000

This Coverage is subject to a \$1,000. per claim deductible

Explanation of Charges

DESCRIPTION PREMIUM
Employee Benefits

Certified Acts of Terrorism Coverage

Total Advance Charges:

Note: This is not a bill

To report a claim, call your Agent or 1-800-362-0000

07/27/15 56502233 N0164373 260 LCAOPPNO INSURED COPY 000892 PAGE 25 OF 3

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Employee Benefits Liability Declarations Schedule -Revised

UNFORGETTABLE COATINGS INC

Named Insured

(801) 937-6700

Agent

THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - continued

Insured: UNFORGETTABLE COATINGS INC

CLASSIFICATION - 73124

Employee Benefits Liability - Claims Made

		RATED / PER	
COVERAGE DESCRIPTION	PREMIUM BASED ON -	EACH	PREMIUM
Employee Benefits Liability Minimum Premium Adjustment	15 Employee(s)	.367	
		Total:	

Employee Benefits Liability Schedule Total

To report a claim, call your Agent or 1-800-362-0000

07/27/15 56502233 LCAOPPN0 **INSURED COPY** 000892 N0164373 260 PAGE 26 OF

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

CG 21 70 01 15

- 2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- **B.** The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.



COMMERCIAL GENERAL LIABILITY
CG 21 76 01 15

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM PUNITIVE DAMAGES

Damages arising, directly or indirectly, out of a "certified act of terrorism" that are awarded as punitive damages.

- B. The following definition is added:
 - "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
 - The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

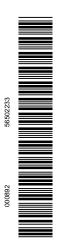
- 2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- **C.** The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

CONSTRUCTION PROJECT(S) - GENERAL AGGREGATE LIMIT (PER PROJECT)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I Coverage A Bodily Injury And Property Damage Liability, and for all medical expenses caused by accidents under Section I Coverage C Medical Payments, which can be attributed only to ongoing operations at a single construction project away from premises owned by or rented to you:
 - **1.** A separate Construction Project General Aggregate Limit applies to each construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations .
 - 2. The Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under Coverage C regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
 - 3. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the Construction Project General Aggregate Limit for that construction project. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Construction Project General Aggregate Limit for any other construction project.
 - **4.** The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Construction Project General Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under Section I Coverage A Bodily Injury And Property Damage Liability, and for all medical expenses caused by accidents under Section I Coverage C Medical Payments, which cannot be attributed only to ongoing operations at a single construction project away from premises owned by or rented to you:
 - 1. Any payments made under Coverage A for damages or under Coverage C for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 - 2. Such payments shall not reduce any Construction Project General Aggregate Limit.
- **C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit nor the Construction Project General Aggregate Limit.
- **D.** If the applicable construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- **E.** The provisions of **Section III Limits Of Insurance** not otherwise modified by this endorsement shall continue to apply.



This endorsement changes the policy

-- PLEASE READ THIS CAREFULLY --

CERTIFIED TERRORISM LOSS

- 1. The following definitions are added.
 - a. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security, and the Attorney General of the United States:
 - 1) to be an act of terrorism;
 - to be a violent act or an act that is dangerous to human life, property, or infrastructure;
 - 3) to have resulted in damage:
 - a) within the United States; or
 - b) to an air carrier (as defined in section 40102 of title 49, United States Code); to a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or at the premises of any United States mission:
 - 4) to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion; and
 - 5) to have resulted in insured losses in excess of five million dollars in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act, as amended.
 - b. "Certified terrorism loss" means loss that results from a "certified act of terrorism".

- The "terms" of any terrorism exclusion that is part of or that is attached to this Coverage Part are amended by the following provision: This exclusion does not apply to "certified ter-
- 3. The following provision is added.

rorism loss".

- If the Secretary of the Treasury determines that the aggregate amount of "certified terrorism loss" has exceeded one hundred billion dollars in a calendar year (January 1 through December 31), and "we" have met "our" insurer deductible under the Terrorism Risk Insurance Act, as amended, "we" will not pay for any portion of "certified terrorism loss" that exceeds one hundred billion dollars. If the "certified terrorism loss" exceeds one hundred billion dollars in a calendar year (January 1 through December 31), losses up to one hundred billion dollars are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury under the Terrorism Risk Insurance Act, as amended.
- 4. The following provisions are added.
 - a. Neither the "terms" of this endorsement nor the "terms" of any other terrorism endorsement attached to this Coverage Part provide coverage for any loss that would otherwise be excluded by this Coverage Part under:
 - exclusions that address war, military action, or nuclear hazard; or
 - 2) any other exclusion; and
 - the absence of any other terrorism endorsement does not imply coverage for any loss that would otherwise be excluded by this Coverage Part under:
 - 1) exclusions that address war, military action, or nuclear hazard; or
 - 2) any other exclusion.

CL 0600 01 15

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
STANDARD PROPERTY POLICY

A. Cap On Certified Terrorism Losses

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

- The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
- 2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

B. Application Of Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.



CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

EMPLOYEE BENEFITS LIABILITY COVERAGE PART
EMPLOYMENT PRACTICES LIABILITY COVERAGE PART
PASTORAL PROFESSIONAL LIABILITY COVERAGE PART
PRINTERS ERRORS AND OMISSIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

- A. If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to a pro rata allocation in accordance with procedures established by the Secretary of the Treasury.
 - "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
 - 1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
 - 2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- **B.** The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any injury, damage, damages, claims, suits, wrongful acts, losses or employment practices that are otherwise excluded under this Coverage Part.

EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM

This endorsement modifies insurance provided under the following:

EMPLOYEE BENEFITS LIABILITY COVERAGE PART
EMPLOYMENT PRACTICES LIABILITY COVERAGE PART
PASTORAL PROFESSIONAL LIABILITY COVERAGE PART
PRINTERS ERRORS AND OMISSIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM PUNITIVE DAMAGES

Damages arising, directly or indirectly, out of a "certified act of terrorism" that are awarded as punitive damages.

B. The following definition is added:

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

- 1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
- 2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- **C.** The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any injury, damage, damages, claims, suits, wrongful acts, losses or employment practices that are otherwise excluded under this Coverage Part.



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Policy Change Endorsement

BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

Endorsement Period: From 05/29/2015 to 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Named Insured & Mailing Address

INSURANCE

UNFORGETTABLE COATINGS INC 3977 W OQUENDO RD STE G LAS VEGAS, NV 89118

Agent Mailing Address & Phone No.

THE BUCKNER COMPANY SALT LAKE CITY, UT 84121-2331

CHANGES TO POLICY - TRANSACTION # 6

This Policy Change Endorsement Results In A Change In The Charges As Follows:

No Change in Premium

Description of Change(s)

Insured's Name

ADDED HOLDEN CONSTRUCTION LLC TO NAMED INSURED

See The Revised Declarations and Declarations Schedule

Servicing Office and Issue Date

Denver Regional Office 06/12/15

To report a claim, call your Agent or 1-800-362-0000

DS 70 27 01 08 06/12/15 56502233

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PAGE 1 OF

(801) 937-6700

6550 MILLROCK DR STE 300

Authorized Representative

Policy Change Endorsement

BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

Endorsement Period:

From 05/29/2015 to 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Named Insured	Agent
UNFORGETTABLE COATINGS INC	(801) 937-6700 THE BUCKNER COMPANY

OTHER NAMED INSUREDS

HOLDEN CONSTRUCTION LLC

SUMMARY OF LOCATIONS

0001 3977 W Oquendo Rd Ste G, Las Vegas, NV 89118-3049

0002 770 E Main St Ste 109, Lehi, UT 84043-2293

0003 16834 S Cyan Ct, Phoenix, AZ 85048-3000

0004 2860 W 4570 S 289, WEST VALLEY CITY, UT 84119

0005 2860 W 4570 S 293, WEST VALLEY CITY, UT 84119

0006 2860 W 4570 S 294, WEST VALLEY CITY, UT 84119

POLICY FORMS AND ENDORSEMENTS

This section lists the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE	
CG 00 01 04 13	Commercial General Liability Coverage Form - Occurrence	
CG 01 86 12 04	Utah Changes	
CG 03 00 01 96	Deductible Liability Insurance	
CG 21 06 05 14	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And	
	Data-Related Liability - With Limited Bodily Injury Exception	
CG 21 47 12 07	Employment-Related Practices Exclusion	
CG 21 65 12 04	Total Pollution Exclusion with a Building Heating, Cooling and Dehumidifying	
	Equipment Exception and a Hostile Fire Exception	
CG 21 67 12 04	Fungi or Bacteria Exclusion	
CG 21 70 01 08	Cap on Losses From Certified Acts of Terrorism	
CG 21 76 01 08	Exclusion of Punitive Damages Related to a Certified Act of Terrorism	
CG 21 86 12 04	Exclusion - Exterior Insulation and Finish Systems	
Servicing Office	Denver Regional Office	
and Issue Date	06/12/15 Authorized Representative	

To report a claim, call your Agent or 1-800-362-0000

DS 70 27 01 08 56502233

260

Policy Change Endorsement

BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

Endorsement Period:

From 05/29/2015 to 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Named Insured

Agent

UNFORGETTABLE COATINGS INC

(801) 937-6700

THE BUCKNER COMPANY

POLICY FORMS AND ENDORSEMENTS - CONTINUED

This section lists the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE
CG 21 88 01 07	Conditional Exclusion of Terrorism Involving Nuclear, Biological or Chemical
	Terrorism (Relating to Disposition of Federal Terrorism Risk Insurance Act)
CG 21 96 03 05	Silica or Silica-Related Dust Exclusion
CG 22 79 04 13	Exclusion - Contractors - Professional Liability
CG 24 26 04 13	Amendment of Insured Contract Definition
CG 80 08 10 09	Employee Benefits Liability Coverage Form
CG 84 94 12 08	Exclusion - Consolidated Insurance Programs Wrap-Up
CG 84 99 01 12	Non-Cumulation Of Liability Limits Same Occurrence
CG 84 99 08 09	Non-Cumulation Liability Limits Same Occurrence
CG 88 10 04 13	Commercial General Liability Extension
CG 88 76 12 08	Exclusion - Earth Movement - Products/Completed Operations Hazard
CG 88 77 12 08	Medical Expense At Your Request Endorsement
CG 88 86 12 08	Exclusion - Asbestos Liability
CG 88 87 12 08	Exclusion - Lead Liability
CL 01 00 03 99	Common Policy Conditions
CL 01 76 01 05	Amendatory Endorsement - Nevada
CL 06 00 01 08	Certified Terrorism Loss
CL 07 00 10 06	Virus or Bacteria Exclusion
CL 16 50 06 06	Conditional NBC Terrorism Exclusion- Exclusion Conditional Exclusion of
	Terrorism Involving Nuclear, Biological or Chemical Terrorism (Relating to
	Disposition of Federal Terrorism Risk Insurance Act)
CP 00 10 04 02	Building and Personal Property Coverage Form
CP 00 30 04 02	Business Income (and Extra Expense) Coverage Form
CP 00 90 07 88	Commercial Property Conditions
CP 01 27 03 96	Utah Changes
CP 01 40 07 06	Exclusion of Loss Due to Virus or Bacteria
CP 10 30 04 02	Causes of Loss - Special Form
CP 10 32 08 08	Water Exclusion Endorsement
CP 72 97 04 02	Equipment Breakdown Enhancement Endorsement - Special Form
CP 88 04 03 10	Removal Permit
Servicing Office and Issue Date	Denver Regional Office 06/12/15 Authorized Representative
10000 Date	7 Mailonzou Noprodomanio

To report a claim, call your Agent or 1-800-362-0000

DS 70 27 01 08 06/12/15 56502233

of 26

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CODE MUSEDED

American Fire and Casualty Company

Policy Change Endorsement

BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

Endorsement Period: From 05/29/2015 to 02/01/2016 12:01 am Standard Time at Insured Mailing Location

Named Insured Agent

UNFORGETTABLE COATINGS INC

(801) 937-6700 THE BUCKNER COMPANY

POLICY FORMS AND ENDORSEMENTS - CONTINUED

This section lists the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE
CP 88 10 07 10	Property Extension Plus
IL 00 17 11 98	Common Policy Conditions
IL 00 21 09 08	Nuclear Energy Liability Exclusion Endorsement (Broad Form)
IL 01 10 09 07	Nevada Changes - Concealment, Misrepresentation or Fraud
IL 01 15 01 10	Nevada Changes - Domestic Partnership
IL 02 51 09 07	Nevada Changes - Cancellation and Nonrenewal
IL 02 58 12 14	Arizona Changes - Cancellation and Non-Renewal
IL 02 66 09 08	Utah Changes - Cancellation and Non-Renewal
IL 09 35 07 02	Exclusion of Certain Computer-Related Losses
IL 09 52 03 08	Cap on Losses From Certified Acts of Terrorism
IL 09 96 01 07	Conditional Exclusion of Terrorism Involving Nuclear, Biological or Chemical
	Terrorism (Relating to Dispostion of Federal Terrorism Risk Insurance Act)
IL 88 15 07 12	Conditional Exclusion of Terrorism - Involving Nuclear, Biological or Chemical
	Terrorism (Relating to Disposition of Federal Terrorism Risk Insurance Act)
IM 20 57 04 04	Amendatory Endorsement - Nevada
IM 70 03 04 04	Contractors' Equipment Coverage - Small Tools
IM 71 00 06 04	Installation Floater Coverage

Servicing Office and Issue Date

Denver Regional Office

06/12/15

Authorized Representative

To report a claim, call your Agent or 1-800-362-0000

DS 70 27 01 08 06/12/15 56502233

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PAGE 4 OF 26

BKA (16) 56 50 22 3

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial Property
Declarations -Revised

Named Insured

UNFORGETTABLE COATINGS INC

INSURANCE

Agent

(801) 937-6700

THE BUCKNER COMPANY



Explanation of Charges

DESCRIPTION

PREMIUM

Property Schedule Totals

Certified Acts of Terrorism Coverage

_

Total Advance Charges:

Note: This is not a bill

000504

To report a claim, call your Agent or 1-800-362-0000

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial **Property**

Declarations Schedule -Revised

Named Insured

Agent

UNFORGETTABLE COATINGS INC

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF PROPERTY COVERAGES - BY LOCATION

Insurance at the described premises applies only for coverages for which a limit of insurance is shown. Optional coverages apply only when entries are made in this schedule.

0001 3977 W Oquendo Rd Ste G, Las Vegas, NV 89118-3049

Property

Characteristics

Description:

Construction: Masonry Non-Combustible

Your Business Personal Property Coverage

Occupancy: Painting - Exterior - Buildings or Structures - Three

Stories or Less in Height - Office

Description

Limit of Insurance - Replacement Cost \$20,000 Coinsurance 80%

Covered Causes of Loss

Special Form - Including Theft

Deductible - All Covered Causes of Loss Unless Otherwise Stated \$500

Premium

Equipment Breakdown Coverage

This Equipment Breakdown insurance applies to the coverages shown for this location. The Equipment Breakdown limit(s) of insurance and deductible are included in, and not in addition to, the limits and deductible shown for the Building, Your Business Personal Property, Your Business Personal Property of Others, Tenants Improvements and Betterments, Business Income and Extra Expense, Business Income Without Extra Expense, and Extra Expense coverages.

Premium

To report a claim, call your Agent or 1-800-362-0000

26

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial **Property**

Declarations Schedule -Revised

Named Insured

UNFORGETTABLE COATINGS INC

Agent

(801) 937-6700

THE BUCKNER COMPANY

SUMMARY OF PROPERTY COVERAGES - BY LOCATION

0002 770 E Main St Ste 109, Lehi, UT 84043-2293

Property

Characteristics

Description:

Construction: Non-Combustible

Your Business Personal Property Coverage

Occupancy: Painting - Exterior - Buildings or Structures - Three

Stories or Less in Height - Office

Description

Limit of Insurance - Replacement Cost \$5,300 80%

Coinsurance

Covered Causes of Loss Special Form - Including Theft

Deductible - All Covered Causes of Loss Unless Otherwise Stated \$500

Premium

Business Income and Extra Expense Coverage

Description

Limit of Insurance - Including Rental Value \$250,000 80%

Coinsurance

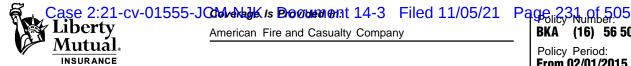
Covered Causes of Loss Special Form - Including Theft

Premium

Coverage

Equipment **Breakdown**

To report a claim, call your Agent or 1-800-362-0000



BKA

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial **Property**

Declarations Schedule -Revised

Named Insured

Agent

UNFORGETTABLE COATINGS INC

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF PROPERTY COVERAGES - BY LOCATION

This Equipment Breakdown insurance applies to the coverages shown for this location. The Equipment Breakdown limit(s) of insurance and deductible are included in, and not in addition to, the limits and deductible shown for the Building, Your Business Personal Property, Your Business Personal Property of Others, Tenants Improvements and Betterments, Business Income and Extra Expense, Business Income Without Extra Expense, and Extra Expense coverages.

Premium

SUMMARY OF OTHER PROPERTY COVERAGES

Property Description Extension Property Extension Plus **Endorsement** Premium

Commercial Property Schedule Total:

To report a claim, call your Agent or 1-800-362-0000

BKA (16) 56 50 22 3

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial Inland Marine Declarations -Revised

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY



Explanation of Charges

DESCRIPTION

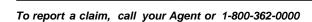
PREMIUM

Commercial Inland Marine Schedule Totals

Certified Acts of Terrorism Coverage

Total Advance Charges:

Note: This is not a bill



Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial Inland Marine Declarations Schedule -Revised

UNFORGETTABLE COATINGS INC

Named Insured

(801) 937-6700 THE BUCKNER COMPANY

Limit

INSTALLATION FLOATER COVERAGE

Agent

PROPERTY COVERED

(X) Blanket Coverage

Jobsite Limit The most "we" pay for loss to any one "jobsite" is:	s <u>10,000</u>
Catastrophe Limit The most "we" ploss to any one occurrence is:	oay for \$ 10,000
() Scheduled Locations Coverage	
Loc. No. Location	Limit
Catastrophe Limit The most "we" ploss to any one occurrence is:	
COVERAGE EXTENSIONS	
Additional Debris Removal Expenses	\$5,000
Emergency Removal	10 days
Limited Fungus Coverage	\$ <u>15,000</u>
SUPPLEMENTAL COVERAGES	
Contract Penalty	\$5,000
Pollutant Cleanup and Removal	\$ <u>10,000</u>
Sewer Backup Coverage	\$5,000
Storage Locations	\$5,000
Testing	\$5,000
Transit	\$5,000

To report a claim, call your Agent or 1-800-362-0000

IM 71 05 04 04

LCAFPPNO INSURED COPY 06/12/15 56502233 N0092346 000504 260 PAGE 10 OF 26

BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial Inland Marine Declarations Schedule -Revised

Named Insured

UNFORGETTABLE COATINGS INC

INSURANCE

Agent

(801) 937-6700 THE BUCKNER COMPANY



SUPPLEMENTAL COVERAGES (cont) Earthquake Coverage	
Earthquake Limit The most "we" pay for loss to any one building or structure is:	\$
Earthquake Catastrophe Limit The most "we" pay for loss in any one occurrence is: Flood Coverage	\$
Flood Limit The most "we" pay for loss to any one building or structure is:	\$
Flood Catastrophe Limit The most "we" pay for loss in any one occurrence is:	\$
DEDUCTIBLE	
Deductible Amount	\$500
	Deductible Amount
() Earthquake Coverage	\$
() Flood Coverage	\$
() Sewer Backup Coverage	\$
COINSURANCE	
() Not Applicable	
() 80% () 90% (X) 100%	() Other%

To report a claim, call your Agent or 1-800-362-0000

AAIS IM 7008 01 12 Page 1 of 1 BKA (16) 56 50 22 33

SCHEDULE OF COVERAGES CONTRACTORS' EQUIPMENT SMALL TOOLS FLOATER

(The entries required to complete this schedule will be shown below or on the "schedule of coverages".)

		"Lin	nit"
Your Tools Limit The most "we" particle for loss to any one "tool" "you" own	•	\$	2,500
Check if applicable:			
[] Employee Tool Limit The most pay for loss to any one employee		\$	
[x] Leased/Rented Tool Limit The "we" pay for loss to any one "too lease or rent is:		\$	2,500
Catastrophe Limit The most "we" probability to all tools in any one occurrence is:	oay for loss	\$	70,000
VALUATION Actual Cash Value			
DEDUCTIBLE			
Deductible Amount	\$	1,000	

ADDITIONAL INFORMATION

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Declarations -Revised

Basis: Occurrence

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF LIMITS AND CHARGES

Commercial
General
Liability
Limits of
Insurance

DESCRIPTION	LIMIT
Each Occurrence Limit	1,000,000
Damage To Premises Rented To You Limit (Any One Premises)	300,000
Medical Expense Limit (Any One Person)	15,000
Personal and Advertising Injury Limit	1,000,000
General Aggregate Limit (Other than Products - Completed Operations)	2,000,000
Products - Completed Operations Aggregate Limit	2,000,000

Explanation of

DESCRIPTION General Liability Schedule Totals Certified Acts of Terrorism Coverage Total Advance Charges:

Note: This is not a bill

PREMIUM

Charges

To report a claim, call your Agent or 1-800-362-0000

06/12/15 **LCAFPPNO INSURED COPY** 000504 56502233 N0092346 260 PAGE 13 OF

BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Declarations Schedule -Revised

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION

0003 16834 S Cyan Ct, Phoenix, AZ 85048-3000

Insured: UNFORGETTABLE COATINGS INC

CLASSIFICATION - 98305

Painting - Interior - Buildings Or Structures

PREMIUM BASED ON - Executive Officers	RATED / PER 1,000 PREMIU
Dollars Of Payroll - if any	6.995
Total:	
	4.300
Total:	
	Dollars Of Payroll - if any Total:

CLASSIFICATION - 98305

Painting - Interior - Buildings Or Structures

COVERAGE DESCRIPTION	PREMIUM BASED ON - Employees Payroll	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Payroll - if any	6.995	
	Total:		
Products/Completed Operations		4.300	

Total:

To report a claim, call your Agent or 1-800-362-0000

06/12/15 56502233 N0092346 260 LCAFPPNO INSURED COPY 000504 PAGE 14 OF 26

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Schedule -Revised **Declarations**

Named Insured

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700

Agent

THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION

CLASSIFICATION - 91581

Contractors - Subcontracted Work - In Connection With Construction, Reconstruction, Erection or Repair -Not Buildings

COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Total Cost - if any	4.926	
	To	otal:	
Products/Completed Operations		3.731	
	Te	otal:	

CLASSIFICATION - 91585

Contractors - Subcontracted Work - In Connection With Construction, Reconstruction, Repair or Erection Of **Buildings NOC**

COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Total Cost - if any	3.081	
	Ta	otal:	
Products/Completed Operations		1.730	
	T		

Total:





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000504



LCAFPPNO

BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Schedule -Revised **Declarations**

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

CLASSIFICATION - 98304

Painting - Exterior - Buildings Or Structures - Three

Stories Or Less In Height NOC

COVERAGE DESCRIPTION	PREMIUM BASED ON - Executive Officers	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Payroll - if any	12.935	
	Total:		
Products/Completed Operations		6.504	
	Total:		
CLASSIFICATION - 98304			

Painting - Exterior - Buildings Or Structures - Three

Stories Or Less In Height NOC

COVERAGE DESCRIPTION	PREMIUM BASED ON -	Employees Payroll	RATED / PER 1,000	PREMIUM
Premise/Operations	24,000 Dollars Of Pay	roll	12.935	
		Total:		
Products/Completed Operations			6.504	
		Total:		_

To report a claim, call your Agent or 1-800-362-0000

LCAFPPNO INSURED COPY 000504 06/12/15 56502233 N0092346 260 PAGE 16 OF

BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Declarations Schedule -Revised

Named Insured

UNFORGETTABLE COATINGS INC

INSURANCE

Agent

(801) 937-6700

THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

0001 3977 W Oquendo Rd Ste G, Las Vegas, NV 89118-3049

Insured: UNFORGETTABLE COATINGS INC

CLASSIFICATION - 98304

Painting - Exterior - Buildings Or Structures - Three

Stories Or Less In Height NOC

COVERAGE DESCRIPTION	PREMIUM BASED ON - Executive Officers	RATED / PER 1,000	PREMIUM
Premise/Operations	29,300 Dollars Of Payroll	17.710	
-	Total:		
Products/Completed Operations		8.770	
	Total:		

CLASSIFICATION - 98304

Painting - Exterior - Buildings Or Structures - Three

Stories Or Less In Height NOC

COVERAGE DESCRIPTION	PREMIUM BASED ON - Employees Payroll	RATED / PER 1,000	PREMIUM
Premise/Operations	970,700 Dollars Of Payroll	17.710	
	Total:		
Products/Completed Operations		8.770	
	Total:		

To report a claim, call your Agent or 1-800-362-0000

06/12/15 56502233 N0092346 260 LCAFPPNO INSURED COPY 000504 PAGE 17 OF



BKA (16) 56 50 22 3

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Declarations Schedule -Revised

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

CLASSIFICATION - 91581

Contractors - Subcontracted Work - In Connection With Construction, Reconstruction, Erection or Repair - Not Buildings

COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Total Cost - if any	4.680	
	To	otal:	
Products/Completed Operations		3.544	
	To	otal:	

CLASSIFICATION - 91585

Contractors - Subcontracted Work - In Connection With Construction, Reconstruction, Repair or Erection Of Buildings NOC

COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Total Cost - if any	2.927	
	To	otal:	
Products/Completed Operations		1.643	

Total:

To report a claim, call your Agent or 1-800-362-0000

06/12/15 56502233 N0092346 260 LCAFPPNO INSURED COPY 000504 PAGE 18 OF 26

BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Schedule -Revised **Declarations**

Named Insured

UNFORGETTABLE COATINGS INC

INSURANCE

Agent

(801) 937-6700

THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

CLASSIFICATION - 98305

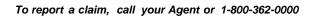
Painting - Interior - Buildings Or Structures

COVERAGE DESCRIPTION	PREMIUM BASED ON - Executive Officers	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Payroll - if any	9.817	
	Total:		
Products/Completed Operations		5.919	
	Total:		
CLASSIFICATION - 98305			

Painting - Interior - Buildings Or Structures

COVERAGE DESCRIPTION	PREMIUM BASED ON - Employees Payroll	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Payroll - if any	9.817	
	Total:		
Products/Completed Operations		5.919	

Total:





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N0092346

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BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Declarations Schedule -Revised

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

0002 770 E Main St Ste 109, Lehi, UT 84043-2293

Insured: UNFORGETTABLE COATINGS INC

CLASSIFICATION - 98305

Painting - Interior - Buildings Or Structures

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s Of Payroll - if any 7.446
Total:
3.482
Total:

CLASSIFICATION - 98305

Painting - Interior - Buildings Or Structures

COVERAGE DESCRIPTION	PREMIUM BASED ON - Employees Payroll	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Payroll - if any	7.446	
	Total:		
Products/Completed Operations		3.482	

Total:

To report a claim, call your Agent or 1-800-362-0000

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BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Declarations Schedule -Revised

Named Insured

UNFORGETTABLE COATINGS INC

INSURANCE

Agent

(801) 937-6700

THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

CLASSIFICATION - 98304

Painting - Exterior - Buildings Or Structures - Three

Stories Or Less In Height NOC

Stories Or Less In Height NOC

COVERAGE DESCRIPTION	PREMIUM BASED ON - Executive Officers	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Payroll - if any	12.411	
	Total:		
Products/Completed Operations		6.567	
	Total:		
CLASSIFICATION - 98304 Painting - Exterior - Buildings Or Str	noturas Thraa		

COVERAGE DESCRIPTION	PREMIUM BASED ON - Employees Payroll	RATED / PER 1,000	PREMIUM
Premise/Operations	500,000 Dollars Of Payroll	12.411	
	Total:		
Products/Completed Operations		6.567	
	Total:		

To report a claim, call your Agent or 1-800-362-0000

06/12/15

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N0092346

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BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Schedule -Revised **Declarations**

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

0001 3977 W Oquendo Rd Ste G, Las Vegas, NV 89118-3049

Insured: UNFORGETTABLE COATINGS INC

CLASSIFICATION - 98303

Painting - Exterior - Buildings Or Structures - Exceeding

Three Stories In Height NOC

COVERAGE DESCRIPTION	PREMIUM BASED ON - Executive Officers	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Payroll - if any	63.685	
	Total:		
Products/Completed Operations		38.177	
	Total:		
CLASSIFICATION - 98303			

Painting - Exterior - Buildings Or Structures - Exceeding

Three Stories In Height NOC

COVERAGE DESCRIPTION	PREMIUM BASED ON - Employees Payroll	RATED / PER 1,000	PREMIUM
Premise/Operations	60,000 Dollars Of Payroll	63.685	
	Total:		
Products/Completed Operations		38.177	
	Total:		

To report a claim, call your Agent or 1-800-362-0000

LCAFPPNO 000504 06/12/15 56502233 N0092346 INSURED COPY PAGE 22 OF 260

BKA (16) 56 50 22 3

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Declarations Schedule -Revised

Named Insured

UNFORGETTABLE COATINGS INC

INSURANCE

Agent

(801) 937-6700

THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

0004 2860 W 4570 S 289, WEST VALLEY CITY, UT 84119

Insured: UNFORGETTABLE COATINGS INC

CLASSIFICATION - 63010

Dwellings - One-Family - (Lessor's Risk Only)

Products-Completed Operations Are Subject To The General

Aggregate Limit.

COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER EACH	PREMIUM
Premise/Operations	1 Dwelling(s)	56.250	
		Total:	

0005 2860 W 4570 S 293, WEST VALLEY CITY, UT 84119

Insured: UNFORGETTABLE COATINGS INC

CLASSIFICATION - 63010

Dwellings - One-Family - (Lessor's Risk Only)

Products-Completed Operations Are Subject To The General

Aggregate Limit.

COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER Each	PREMIUM
Premise/Operations	1 Dwelling(s)	56.250	
		Total:	

To report a claim, call your Agent or 1-800-362-0000

06/12/15 56502233 N0092346 260 LCAFPPNO INSURED COPY 000504 PAGE 23 OF 2



BKA

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Schedule -Revised **Declarations**

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

0006 2860 W 4570 S 294, WEST VALLEY CITY, UT 84119

Insured: UNFORGETTABLE COATINGS INC

CLASSIFICATION - 63010

Dwellings - One-Family - (Lessor's Risk Only)

Products-Completed Operations Are Subject To The General

Aggregate Limit.

COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER EACH	PREMIUM
Premise/Operations	1 Dwelling(s)	56.250	
		Total:	

Commercial General Liability Schedule Total

To report a claim, call your Agent or 1-800-362-0000

LCAFPPNO 000504 PAGE 24 OF 06/12/15 56502233 N0092346 INSURED COPY 260

BKA (16) 56 50 22 3

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Employee Benefits Liability Declarations -Revised

Basis: Claims Made

This insurance does not apply to any negligent act, error, or omission that occurs before the retroactive date 02/01/2015, if any shown. Read your coverage form carefully.

Named Insured Agent

UNFORGETTABLE COATINGS INC

(801) 937-6700

THE BUCKNER COMPANY

SUMMARY OF LIMITS AND CHARGES

Employees
Benefits
Liability
Limits of
Insurance

DESCRIPTIONLIMITEach Employee Limit1,000,000Aggregate Limit1,000,000

This Coverage is subject to a \$1,000. per claim deductible

Explanation of Charges

DESCRIPTION PREMIUM
Employee Benefits

Total Advance Charges:

Certified Acts of Terrorism Coverage

Note: This is not a bill

To report a claim, call your Agent or 1-800-362-0000

06/12/15 56502233 N0092346 260 LCAFPPNO INSURED COPY 000504 PAGE 25 OF 26

Policy Period:

From 02/01/2015 To 02/01/2016 12:01 am Standard Time at Insured Mailing Location

Employee Benefits Liability Declarations Schedule -Revised

Named Insured Agent

UNFORGETTABLE COATINGS INC (801) 937-6700

THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - continued

Insured: UNFORGETTABLE COATINGS INC

CLASSIFICATION - 73124

Employee Benefits Liability - Claims Made

COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER Each	PREMIUM
Employee Benefits Liability Minimum Premium Adjustment	15 Employee(s)	.367	
		Total:	

Employee Benefits Liability Schedule Total

To report a claim, call your Agent or 1-800-362-0000

LCAFPPNO INSURED COPY 56502233 000504 06/12/15 N0092346 260 PAGE 26 OF

Policy Change Endorsement

BKA

(16) 56 50 22 33

Policy Period: From 02/01/2015 To 02/01/2016

Endorsement Period:

From 04/06/2015 to 02/01/2016 12:01 am Standard Time at Insured Mailing Location

Named Insured & Mailing Address

INSURANCE

Agent Mailing Address & Phone No.

UNFORGETTABLE COATINGS INC 3977 W OQUENDO RD STE G LAS VEGAS, NV 89118

(801) 937-6700 THE BUCKNER COMPANY 6550 MILLROCK DR STE 300 SALT LAKE CITY, UT 84121

CHANGES TO POLICY - TRANSACTION # 5

This Policy Change Endorsement Results In A Change In The Charges As Follows:

Additional Premium

Total Additional Charges Certified Acts of Terrorism Additional Charges

Note: This is not a bill

Description of Change(s)

Limits/Exposures

Covered Property/Location Description

ADDED THE FOLLOWING LOCATIONS: 2860 W 4570 S #289 WEST VALLEY CITY, UT 84119 2860 W 4570 S #293 WEST VALLEY CITY, UT 84119 2860 W 4570 S #294 WEST VALLEY CITY, UT 84119

See The Revised Declarations and Declarations Schedule

Servicing Office and Issue Date

Denver Regional Office 05/04/15

Authorized Representative

To report a claim, call your Agent or 1-800-362-0000

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N0092346

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Policy Change Endorsement

BKA

Policy Period:

From 02/01/2015 To 02/01/2016

Endorsement Period: From 04/06/2015 to 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Named Insured Agent

UNFORGETTABLE COATINGS INC (801) 937-6700

THE BUCKNER COMPANY

SUMMARY OF LOCATIONS

INSURANCE

0001 3977 W Oquendo Rd Ste G, Las Vegas, NV 89118-3049

0002 770 E Main St Ste 109, Lehi, UT 84043-2293

0003 16834 S Cyan Ct, Phoenix, AZ 85048-3000

0004 2860 W 4570 S 289, WEST VALLEY CITY, UT 84119

0005 2860 W 4570 S 293, WEST VALLEY CITY, UT 84119

0006 2860 W 4570 S 294, WEST VALLEY CITY, UT 84119

POLICY FORMS AND ENDORSEMENTS

This section lists the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE
CG 00 01 04 13	Commercial General Liability Coverage Form - Occurrence
CG 01 86 12 04	Utah Changes
CG 03 00 01 96	Deductible Liability Insurance
CG 21 06 05 14	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And
	Data-Related Liability - With Limited Bodily Injury Exception
CG 21 47 12 07	Employment-Related Practices Exclusion
CG 21 65 12 04	Total Pollution Exclusion with a Building Heating, Cooling and Dehumidifying
	Equipment Exception and a Hostile Fire Exception
CG 21 67 12 04	Fungi or Bacteria Exclusion
CG 21 70 01 08	Cap on Losses From Certified Acts of Terrorism
CG 21 76 01 08	Exclusion of Punitive Damages Related to a Certified Act of Terrorism
CG 21 86 12 04	Exclusion - Exterior Insulation and Finish Systems
CG 21 88 01 07	Conditional Exclusion of Terrorism Involving Nuclear, Biological or Chemical
	Terrorism (Relating to Disposition of Federal Terrorism Risk Insurance Act)
CG 21 96 03 05	Silica or Silica-Related Dust Exclusion
CG 22 79 04 13	Exclusion - Contractors - Professional Liability
CG 24 26 04 13	Amendment of Insured Contract Definition
CG 80 08 10 09	Employee Benefits Liability Coverage Form
Servicing Office	Denver Regional Office
and Issue Date	05/04/15 Authorized Representative

To report a claim, call your Agent or 1-800-362-0000

Policy Change Endorsement

BKA (16) 56 50 22 33

Dellas Desirals

Policy Period:

From 02/01/2015 To 02/01/2016

Endorsement Period:

From 04/06/2015 to 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Named Insured

Agent

UNFORGETTABLE COATINGS INC

(801) 937-6700

THE BUCKNER COMPANY

POLICY FORMS AND ENDORSEMENTS - CONTINUED

This section lists the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE
CG 84 94 12 08	Exclusion - Consolidated Insurance Programs Wrap-Up
CG 84 99 01 12	Non-Cumulation Of Liability Limits Same Occurrence
CG 84 99 08 09	Non-Cumulation Liability Limits Same Occurrence
CG 88 10 04 13	Commercial General Liability Extension
CG 88 76 12 08	Exclusion - Earth Movement - Products/Completed Operations Hazard
CG 88 77 12 08	Medical Expense At Your Request Endorsement
CG 88 86 12 08	Exclusion - Asbestos Liability
*CG 88 87 12 08	Exclusion - Lead Liability
CL 01 00 03 99	Common Policy Conditions
CL 01 76 01 05	Amendatory Endorsement - Nevada
CL 06 00 01 08	Certified Terrorism Loss
CL 07 00 10 06	Virus or Bacteria Exclusion
CL 16 50 06 06	Conditional NBC Terrorism Exclusion- Exclusion Conditional Exclusion of
	Terrorism Involving Nuclear, Biological or Chemical Terrorism (Relating to
	Disposition of Federal Terrorism Risk Insurance Act)
CP 00 10 04 02	Building and Personal Property Coverage Form
CP 00 30 04 02	Business Income (and Extra Expense) Coverage Form
CP 00 90 07 88	Commercial Property Conditions
CP 01 27 03 96	Utah Changes
CP 01 40 07 06	Exclusion of Loss Due to Virus or Bacteria
CP 10 30 04 02	Causes of Loss - Special Form
CP 10 32 08 08	Water Exclusion Endorsement
CP 72 97 04 02	Equipment Breakdown Enhancement Endorsement - Special Form
CP 88 04 03 10	Removal Permit
CP 88 10 07 10	Property Extension Plus
IL 00 17 11 98	Common Policy Conditions
IL 00 21 09 08	Nuclear Energy Liability Exclusion Endorsement (Broad Form)
IL 01 10 09 07	Nevada Changes - Concealment, Misrepresentation or Fraud
IL 01 15 01 10	Nevada Changes - Domestic Partnership
Servicing Office	Denver Regional Office
and Issue Date	05/04/15 Authorized Representative

To report a claim, call your Agent or 1-800-362-0000

Policy Change Endorsement

BKA (16) 56 50 22 33

Policy Period: From 02/01/2015 To 02/01/2016

Endorsement Period:

From 04/06/2015 to 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Named Insured Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

POLICY FORMS AND ENDORSEMENTS - CONTINUED

This section lists the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE
IL 02 51 09 07	Nevada Changes - Cancellation and Nonrenewal
IL 02 58 12 14	Arizona Changes - Cancellation and Non-Renewal
IL 02 66 09 08	Utah Changes - Cancellation and Non-Renewal
IL 09 35 07 02	Exclusion of Certain Computer-Related Losses
IL 09 52 03 08	Cap on Losses From Certified Acts of Terrorism
IL 09 96 01 07	Conditional Exclusion of Terrorism Involving Nuclear, Biological or Chemical
	Terrorism (Relating to Dispostion of Federal Terrorism Risk Insurance Act)
IL 88 15 07 12	Conditional Exclusion of Terrorism - Involving Nuclear, Biological or Chemical
	Terrorism (Relating to Disposition of Federal Terrorism Risk Insurance Act)
IM 20 57 04 04	Amendatory Endorsement - Nevada
IM 70 03 04 04	Contractors' Equipment Coverage - Small Tools
IM 71 00 06 04	Installation Floater Coverage

Servicing Office and Issue Date

Denver Regional Office 05/04/15

Authorized Representative

To report a claim, call your Agent or 1-800-362-0000

DS 70 27 01 08 05/04/15

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BKA (16) 56 50 22 3

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial Property

Declarations -Revised

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CHARGES

Explanation of Charges

<u>DESCRIPTION</u> PREMIUM

Property Schedule Totals

Certified Acts of Terrorism Coverage

Total Advance Charges:

Note: This is not a bill

To report a claim, call your Agent or 1-800-362-0000

LCAOPPNO INSURED COPY

BKA (16) 56 50 22 3

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial Property

Declarations Schedule -Revised

Named Insured

Agent

UNFORGETTABLE COATINGS INC

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF PROPERTY COVERAGES - BY LOCATION

Insurance at the described premises applies only for coverages for which a limit of insurance is shown. Optional coverages apply only when entries are made in this schedule.

0001 3977 W Oquendo Rd Ste G, Las Vegas, NV 89118-3049

Property

Characteristics

Description:

Construction: Masonry Non-Combustible

Your Business Personal Property Coverage

Occupancy: Painting - Exterior - Buildings or Structures - Three

Stories or Less in Height - Office

Description

Limit of Insurance - Replacement Cost \$20,000
Coinsurance 80%

Covered Causes of Loss

Special Form - Including Theft

Deductible - All Covered Causes of Loss Unless Otherwise Stated \$500

Premium

Equipment Breakdown Coverage

This Equipment Breakdown insurance applies to the coverages shown for this location. The Equipment Breakdown limit(s) of insurance and deductible are included in, and not in addition to, the limits and deductible shown for the Building, Your Business Personal Property, Your Business Personal Property of Others, Tenants Improvements and Betterments, Business Income and Extra Expense, Business Income Without Extra Expense, and Extra Expense coverages.

Premium

To report a claim, call your Agent or 1-800-362-0000

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Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial **Property**

Declarations Schedule -Revised

Named Insured

UNFORGETTABLE COATINGS INC

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF PROPERTY COVERAGES - BY LOCATION

0002 770 E Main St Ste 109, Lehi, UT 84043-2293

Property

Characteristics

Description:

Construction: Non-Combustible

Your Business Personal Property Coverage

Occupancy: Painting - Exterior - Buildings or Structures - Three

Stories or Less in Height - Office

Description

Limit of Insurance - Replacement Cost \$5,300

Coinsurance

Covered Causes of Loss

Special Form - Including Theft

\$500 Deductible - All Covered Causes of Loss Unless Otherwise Stated

Premium

Business Income and Extra Expense Coverage

Description

Limit of Insurance - Including Rental Value \$250,000 80%

Coinsurance

Covered Causes of Loss

Special Form - Including Theft

Premium

To report a claim, call your Agent or 1-800-362-0000

Equipment **Breakdown** Coverage

80%

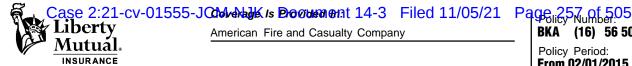


Agent





N0092346



Policy Period:

BKA

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial **Property**

Declarations Schedule -Revised

Named Insured

Agent

UNFORGETTABLE COATINGS INC

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF PROPERTY COVERAGES - BY LOCATION

This Equipment Breakdown insurance applies to the coverages shown for this location. The Equipment Breakdown limit(s) of insurance and deductible are included in, and not in addition to, the limits and deductible shown for the Building, Your Business Personal Property, Your Business Personal Property of Others, Tenants Improvements and Betterments, Business Income and Extra Expense, Business Income Without Extra Expense, and Extra Expense coverages.

Premium

SUMMARY OF OTHER PROPERTY COVERAGES

Property	Description	
Extension Endorsement	Property Extension Plus	Premium (1980)
	operty Schedule Total:	

To report a claim, call your Agent or 1-800-362-0000

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial Inland Marine Declarations -Revised

UNFORGETTABLE COATINGS INC

INSURANCE

Agent

(801) 937-6700

THE BUCKNER COMPANY



Explanation of Charges

DESCRIPTION

PREMIUM

Commercial Inland Marine Schedule Totals

Certified Acts of Terrorism Coverage

Total Advance Charges:

Note: This is not a bill

To report a claim, call your Agent or 1-800-362-0000

Named Insured

INSURED COPY

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial Inland Marine Declarations Schedule -Revised

UNFORGETTABLE COATINGS INC

INSURANCE

Named Insured

(801) 937-6700 THE BUCKNER COMPANY

Limit

INSTALLATION FLOATER COVERAGE

Agent

PROPERTY COVERED

(X) Blanket Coverage

Jobsite Limit The most "we" pay for loss to any one "jobsite" is:	\$
Catastrophe Limit The most "we" pay for loss to any one occurrence is:	or \$ <u>10,000</u>
() Scheduled Locations Coverage	
Loc. No. Location	Limit
Catastrophe Limit The most "we" pay for loss to any one occurrence is:	
COVERAGE EXTENSIONS	
Additional Debris Removal Expenses	\$5,000
Emergency Removal	10 days
Limited Fungus Coverage	\$15,000
SUPPLEMENTAL COVERAGES	
Contract Penalty	\$5,000
Pollutant Cleanup and Removal	\$10,000
Sewer Backup Coverage	\$5,000
Storage Locations	\$5,000
Testing	\$5,000
Transit	\$5,000

To report a claim, call your Agent or 1-800-362-0000

IM 71 05 04 04

56502233 N0092346 LCAOPPN0 **INSURED COPY** 001196 05/04/15 260 PAGE 10 OF 28

BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial Inland Marine Declarations Schedule -Revised

Named Insured

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700

Agent

THE BUCKNER COMPANY



SUPPLEMENTAL COVERAGES (cont)	
Earthquake Coverage	
(X) Coverage Not Provided	
() Coverage Provided, as described below:	
Earthquake Limit The most "we" pay for loss to any one building or structure is:	\$
structure is.	Φ
Earthquake Catastrophe Limit The most "we" pay for loss in any one occurrence is:	\$
Flood Coverage	
(X) Coverage Not Provided	
() Coverage Provided, as described below:	
Flood Limit The most "we" pay	
for loss to any one building or structure is:	\$
structure is:	Φ
Flood Catastrophe Limit The most "we" pay for loss in any one occurrence is:	\$
•	Φ
DEDUCTIBLE	
Deductible Amount	\$500
	Deductible Amount
() Earthquake Coverage	\$
() Flood Coverage	\$
() Sewer Backup Coverage	\$
COINSURANCE	
() Not Applicable	
() 200% () 000% (Y) 1000% () Oth	or 0%

To report a claim, call your Agent or 1-800-362-0000

IM 71 05 04 04

05/04/15 56502233 N0092346 260 LCAOPPNO INSURED COPY 001196 PAGE 11 OF 28

AAIS IM 7008 01 12 Page 1 of 1 BKA (16) 56 50 22 33

SCHEDULE OF COVERAGES CONTRACTORS' EQUIPMENT SMALL TOOLS FLOATER

(The entries required to complete this schedule will be shown below or on the "schedule of coverages".)

		"Lir	nit"
Your Tools Limit The most "we" particle for loss to any one "tool" "you" own	•	\$	2,500
Check if applicable:			
[] Employee Tool Limit The most pay for loss to any one employee		\$	
[x] Leased/Rented Tool Limit The "we" pay for loss to any one "to lease or rent is:		\$	2,500
Catastrophe Limit The most "we" to all tools in any one occurrence is:	pay for loss	\$	70,000
VALUATION Actual Cash Value			
DEDUCTIBLE			
Deductible Amount	\$	1,000	

ADDITIONAL INFORMATION

BKA (16) 56 50 22 3

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Declarations -Revised

Basis: Occurrence

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF LIMITS AND CHARGES

Commercial
General
Liability
Limits of
Insurance

DESCRIPTION	LIMIT
Each Occurrence Limit	1,000,000
Damage To Premises Rented To You Limit (Any One Premises)	300,000
Medical Expense Limit (Any One Person)	15,000
Personal and Advertising Injury Limit	1,000,000
General Aggregate Limit (Other than Products - Completed Operations)	2,000,000
Products - Completed Operations Aggregate Limit	2,000,000

Explanation of Charges

DESCRIPTION

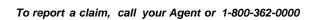
General Liability Schedule Totals

Certified Acts of Terrorism Coverage

Total Advance Charges:

Note: This is not a bill

PREMIUM



05/04/15 56502233 N0092346 260 LCAOPPNO INSURED COPY 001196 PAGE 13 OF 28



BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Declarations Schedule -Revised

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION

0003 16834 S Cyan Ct, Phoenix, AZ85048-3000

Insured: UNFORGETTABLE COATINGS INC

CLASSIFICATION - 98305

Painting - Interior - Buildings Or Structures

PREMIUM BASED ON - Executive Officers	RATED / PER 1,000	PREMIUM
Dollars Of Payroll - if any	6.995	
Total:		
	4.300	
Total:		
	Dollars Of Payroll - if any Total:	PREMIUM BASED ON - Executive Officers 1,000 Dollars Of Payroll - if any 6.995 Total: 4.300

CLASSIFICATION - 98305

Painting - Interior - Buildings Or Structures

COVERAGE DESCRIPTION	PREMIUM BASED ON - Employees Payroll	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Payroll - if any	6.995	
	Total:		
Products/Completed Operations		4.300	

Total:

To report a claim, call your Agent or 1-800-362-0000

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Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Schedule -Revised **Declarations**

Named Insured

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700

Agent

THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION

CLASSIFICATION - 91581

Contractors - Subcontracted Work - In Connection With Construction, Reconstruction, Erection or Repair -Not Buildings

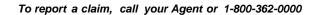
COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Total Cost - if any	4.926	
	To	otal:	
Products/Completed Operations		3.731	
	Te	otal:	

CLASSIFICATION - 91585

Contractors - Subcontracted Work - In Connection With Construction, Reconstruction, Repair or Erection Of **Buildings NOC**

COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Total Cost - if any	3.081	
	To	otal:	
Products/Completed Operations		1.730	
	T	otal.	

Total:



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N0092346

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001196

05/04/15

BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Declarations Schedule -Revised

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

CLASSIFICATION - 98304

Painting - Exterior - Buildings Or Structures - Three

Stories Or Less In Height NOC

COVERAGE DESCRIPTION	PREMIUM BASED ON - Executive Officers	RATED / PER 1,000 PF	REMIUM
Premise/Operations	Dollars Of Payroll - if any	12.935	
	Total:		
Products/Completed Operations		6.504	
	Total:		
CLASSIFICATION - 98304			

Painting - Exterior - Buildings Or Structures - Three

Stories Or Less In Height NOC

COVERAGE DESCRIPTION	PREMIUM BASED ON -	Employees Payroll	RATED / PER 1,000	PREMIUM
Premise/Operations	24,000 Dollars Of Pays	roll	12.935	
		Total:		
Products/Completed Operations			6.504	
		Total:		

To report a claim, call your Agent or 1-800-362-0000

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Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Declarations Schedule -Revised

Named Insured

UNFORGETTABLE COATINGS INC

INSURANCE

Agent

(801) 937-6700

THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

0001 3977 W Oquendo Rd Ste G, Las Vegas, NV 89118-3049

Insured: UNFORGETTABLE COATINGS INC

CLASSIFICATION - 98304

Painting - Exterior - Buildings Or Structures - Three

Stories Or Less In Height NOC

COVERAGE DESCRIPTION	PREMIUM BASED ON - Executive Officers	RATED / PER 1,000	PREMIUM
Premise/Operations	29,300 Dollars Of Payroll	17.710	
	Total:		
Products/Completed Operations		8.770	
	Total:		

CLASSIFICATION - 98304

Painting - Exterior - Buildings Or Structures - Three

Stories Or Less In Height NOC

COVERAGE DESCRIPTION	PREMIUM BASED ON - Employees Payroll	RATED / PER 1,000	PREMIUM
Premise/Operations	970,700 Dollars Of Payroll	17.710	
	Total:		
Products/Completed Operations		8.770	
	Total:		

To report a claim, call your Agent or 1-800-362-0000

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BKA (16) 56 50 22 3

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Declarations Schedule -Revised

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

CLASSIFICATION - 91581

Contractors - Subcontracted Work - In Connection With Construction, Reconstruction, Erection or Repair - Not Buildings

COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Total Cost - if any	4.680	
	To	otal:	
Products/Completed Operations		3.544	
	Ta	otal:	

CLASSIFICATION - 91585

Contractors - Subcontracted Work - In Connection With Construction, Reconstruction, Repair or Erection Of Buildings NOC

COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Total Cost - if any	2.927	
	To	otal:	
Products/Completed Operations		1.643	
	To	otal:	

To report a claim, call your Agent or 1-800-362-0000

05/04/15 56502233 N0092346 260 LCAOPPNO INSURED COPY 001196 PAGE 18 OF 28

BKA (16) 56 50 22 3

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Declarations Schedule -Revised

Named Insured

UNFORGETTABLE COATINGS INC

INSURANCE

Agent

(801) 937-6700

THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

CLASSIFICATION - 98305

Painting - Interior - Buildings Or Structures

COVERAGE DESCRIPTION	PREMIUM BASED ON - Executive Officers	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Payroll - if any	9.817	
	Total:		
Products/Completed Operations		5.919	
	Total:		
CLASSIFICATION - 98305			

Painting - Interior - Buildings Or Structures

COVERAGE DESCRIPTION	PREMIUM BASED ON - Employees Payroll	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Payroll - if any	9.817	
	Total:		
Products/Completed Operations		5.919	

Total:

To report a claim, call your Agent or 1-800-362-0000

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BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Declarations Schedule -Revised

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

0002 770 E Main St Ste 109, Lehi, UT 84043-2293

Insured: UNFORGETTABLE COATINGS INC

CLASSIFICATION - 98305

Painting - Interior - Buildings Or Structures

00D 11 10
s Of Payroll - if any 7.446
Total:
3.482
Total:

CLASSIFICATION - 98305

Painting - Interior - Buildings Or Structures

COVERAGE DESCRIPTION	PREMIUM BASED ON - Employees Payroll	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Payroll - if any	7.446	
	Total:		
Products/Completed Operations		3.482	

Total:

To report a claim, call your Agent or 1-800-362-0000

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BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Declarations Schedule -Revised

Named Insured

UNFORGETTABLE COATINGS INC

INSURANCE

Agent (801) 937-6700

THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

CLASSIFICATION - 98304

Painting - Exterior - Buildings Or Structures - Three

Stories Or Less In Height NOC

Stories Or Less In Height NOC

COVERAGE DESCRIPTION	PREMIUM BASED ON - Executive Officers	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Payroll - if any	12.411	
	Total:		
Products/Completed Operations		6.567	
	Total:		
CLASSIFICATION - 98304 Painting - Exterior - Buildings Or Str	maturas. Three		

COVERAGE DESCRIPTION	PREMIUM BASED ON - Employees Payroll	RATED / PER 1,000	PREMIUM
Premise/Operations	500,000 Dollars Of Payroll	12.411	
	Total:		
Products/Completed Operations		6.567	
	Total:		

To report a claim, call your Agent or 1-800-362-0000

05/04/15

56502233

PAGE 21 OF



BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Declarations Schedule -Revised

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

0001 3977 W Oquendo Rd Ste G, Las Vegas, NV 89118-3049

Insured: UNFORGETTABLE COATINGS INC

CLASSIFICATION - 98303

Painting - Exterior - Buildings Or Structures - Exceeding

Three Stories In Height NOC

COVERAGE DESCRIPTION	PREMIUM BASED ON - Executive Officers	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Payroll - if any	63.685	
	Total:		
Products/Completed Operations		38.177	
	Total:		
CI ASSIFICATION - 98303			

CLASSIFICATION - 98303

Painting - Exterior - Buildings Or Structures - Exceeding

Three Stories In Height NOC

COVERAGE DESCRIPTION	PREMIUM BASED ON -	Employees Payroll	RATED / PER 1,000	PREMIUM
Premise/Operations	60,000 Dollars Of Pay	roll	63.685	
		Total:		
Products/Completed Operations			38.177	
		Total:		

To report a claim, call your Agent or 1-800-362-0000

05/04/15 56502233 N0092346 260 LCAOPPNO INSURED COPY 001196 PAGE 22 OF 2

BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Declarations Schedule -Revised

Named Insured

UNFORGETTABLE COATINGS INC

INSURANCE

Agent

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

0004 2860 W 4570 S 289, WEST VALLEY CITY, UT 84119

Insured: UNFORGETTABLE COATINGS INC

CLASSIFICATION - 63010

Dwellings - One-Family - (Lessor's Risk Only)

Products-Completed Operations Are Subject To The General

Aggregate Limit.

COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER EACH	PREMIUM
Premise/Operations	1 Dwelling(s)	56.250	
		Total:	

0005 2860 W 4570 S 293, WEST VALLEY CITY, UT 84119

Insured: UNFORGETTABLE COATINGS INC

CLASSIFICATION - 63010

Dwellings - One-Family - (Lessor's Risk Only)

Products-Completed Operations Are Subject To The General

Aggregate Limit.

COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER Each prem	
Premise/Operations	1 Dwelling(s)	56.250	
		Total:	

To report a claim, call your Agent or 1-800-362-0000

05/04/15 56502233 N0092346 260 LCAOPPNO INSURED COPY 001196 PAGE 23 OF



Commercial General Liability Schedule -Revised **Declarations**

BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

0006 2860 W 4570 S 294, WEST VALLEY CITY, UT 84119

Insured: UNFORGETTABLE COATINGS INC

CLASSIFICATION - 63010

Dwellings - One-Family - (Lessor's Risk Only)

Products-Completed Operations Are Subject To The General

Aggregate Limit.

24

		PREMIUN
1 Dwelling(s)	56.250	
	Total:	
_	1 Dwelling(s)	

To report a claim, call your Agent or 1-800-362-0000

LCAOPPN0 001196 05/04/15 56502233 N0092346 260 **INSURED COPY** PAGE 24 OF 28

BKA (16) 56 50 22 3

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Employee Benefits Liability Declarations -Revised

Basis: Claims Made

This insurance does not apply to any negligent act, error, or omission that occurs before the retroactive date 02/01/2015, if any shown. Read your coverage form carefully.



Named Insured Agent

UNFORGETTABLE COATINGS INC

(801) 937-6700

THE BUCKNER COMPANY

SUMMARY OF LIMITS AND CHARGES

Employees
Benefits
Liability
Limits of
Insurance

DESCRIPTIONLIMITEach Employee Limit1,000,000Aggregate Limit1,000,000

This Coverage is subject to a \$1,000. per claim deductible

Explanation of Charges

DESCRIPTION PREMIUM Employee Benefits

Certified Acts of Terrorism Coverage

Total Advance Charges:

Note: This is not a bill

To report a claim, call your Agent or 1-800-362-0000

Named Insured

American Fire and Casualty Company

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Employee Benefits Liability Declarations Schedule -Revised

UNFORGETTABLE COATINGS INC

(801) 937-6700

Agent

THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - continued

Insured: UNFORGETTABLE COATINGS INC

CLASSIFICATION - 73124

Employee Benefits Liability - Claims Made

COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER Each	PREMIUM
Employee Benefits Liability Minimum Premium Adjustment	15 Employee(s)	.367	
		Total:	

Employee Benefits Liability Schedule Total

To report a claim, call your Agent or 1-800-362-0000

56502233 LCAOPPN0 INSURED COPY 001196 05/04/15 N0092346 260 PAGE 26 OF

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - LEAD LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART PRODUCTS AND COMPLETED OPERATIONS COVERAGE PART RAILROAD PROTECTIVE LIABILITY COVERAGE PART

This insurance does not apply to:

- 1. "Bodily injury", "property damage" or "personal and advertising injury" arising, in whole or in part, either directly or indirectly out of the mining, processing, manufacture, storage, distribution, sale, installation, removal, disposal, handling, inhalation, ingestion, absorption, use or existence of, exposure to, or contact with lead or lead contained in goods, products or materials; or
- 2. Any loss, cost or expense arising out of any:
 - **a.** Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of lead or lead contained in goods, products or materials; or
 - **b.** Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of lead or lead contained in goods, products or materials.



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Policy Change Endorsement

(16) 56 50 22 33 BKA

Policy Period:

From 02/01/2015 To 02/01/2016

Endorsement Period: From 02/18/2015 to 02/01/2016

12:01 am Standard Time at Insured Mailing Location

UNFORGETTABLE COATINGS INC 3977 W OQUENDO RD STE G LAS VEGAS, NV 89118

Agent Mailing Address & Phone No.

(801) 937-6700 THE BUCKNER COMPANY 6550 MILLROCK DR STE 300 SALT LAKE CITY, UT 84121

CHANGES TO POLICY - TRANSACTION # 4

This Policy Change Endorsement Results In A Change In The Charges As Follows:

Additional Premium

Total Additional Charges Certified Acts of Terrorism Additional Charges



Note: This is not a bill

Description of Change(s)

ADDED CLASS CODE 98303 EXTERIOR PAINTING ABOVE 3 STORIES WITH \$60,000 IN PAYROLL.

See The Revised Declarations and Declarations Schedule

Servicing Office and Issue Date

Denver Regional Office 04/06/15

Authorized Representative

To report a claim, call your Agent or 1-800-362-0000

DS 70 27 01 08 04/06/15 56502233

N0164373

260

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PAGE 1 OF

Named Insured & Mailing Address

INSURANCE

Policy Change Endorsement

BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

Endorsement Period: From 02/18/2015 to 02/01/2016 12:01 am Standard Time at Insured Mailing Location

Named Insured Agent

UNFORGETTABLE COATINGS INC (801) 937-6700

THE BUCKNER COMPANY

SUMMARY OF LOCATIONS

INSURANCE

0001 3977 W Oquendo Rd Ste G, Las Vegas, NV 89118-3049

0002 770 E Main St Ste 109, Lehi, UT 84043-2293

0003 16834 S Cyan Ct, Phoenix, AZ 85048-3000

POLICY FORMS AND ENDORSEMENTS

This section lists the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE
CG 00 01 04 13	Commercial General Liability Coverage Form - Occurrence
CG 01 86 12 04	Utah Changes
CG 03 00 01 96	Deductible Liability Insurance
CG 21 06 05 14	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And
	Data-Related Liability - With Limited Bodily Injury Exception
CG 21 47 12 07	Employment-Related Practices Exclusion
CG 21 65 12 04	Total Pollution Exclusion with a Building Heating, Cooling and Dehumidifying
	Equipment Exception and a Hostile Fire Exception
CG 21 67 12 04	Fungi or Bacteria Exclusion
CG 21 70 01 08	Cap on Losses From Certified Acts of Terrorism
CG 21 76 01 08	Exclusion of Punitive Damages Related to a Certified Act of Terrorism
CG 21 86 12 04	Exclusion - Exterior Insulation and Finish Systems
CG 21 88 01 07	Conditional Exclusion of Terrorism Involving Nuclear, Biological or Chemical
	Terrorism (Relating to Disposition of Federal Terrorism Risk Insurance Act)
CG 21 96 03 05	Silica or Silica-Related Dust Exclusion
CG 22 79 04 13	Exclusion - Contractors - Professional Liability
CG 24 26 04 13	Amendment of Insured Contract Definition
CG 80 08 10 09	Employee Benefits Liability Coverage Form
CG 84 94 12 08	Exclusion - Consolidated Insurance Programs Wrap-Up
CG 84 99 01 12	Non-Cumulation Of Liability Limits Same Occurrence
	Non-Cumulation Liability Limits Same Occurrence

To report a claim, call your Agent or 1-800-362-0000

04/06/15

DS 70 27 01 08 56502233

and Issue Date

Authorized Representative

Policy Change Endorsement

BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

Endorsement Period:

From 02/18/2015 to 02/01/2016 12:01 am Standard Time at Insured Mailing Location

Named Insured Agent

UNFORGETTABLE COATINGS INC

(801) 937-6700

THE BUCKNER COMPANY

POLICY FORMS AND ENDORSEMENTS - CONTINUED

This section lists the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE
CG 88 10 04 13	Commercial General Liability Extension
CG 88 76 12 08	Exclusion - Earth Movement - Products/Completed Operations Hazard
CG 88 77 12 08	Medical Expense At Your Request Endorsement
CG 88 86 12 08	Exclusion - Asbestos Liability
CL 01 00 03 99	Common Policy Conditions
CL 01 76 01 05	Amendatory Endorsement - Nevada
CL 06 00 01 08	Certified Terrorism Loss
CL 07 00 10 06	Virus or Bacteria Exclusion
CL 16 50 06 06	Conditional NBC Terrorism Exclusion- Exclusion Conditional Exclusion of
	Terrorism Involving Nuclear, Biological or Chemical Terrorism (Relating to
	Disposition of Federal Terrorism Risk Insurance Act)
CP 00 10 04 02	Building and Personal Property Coverage Form
CP 00 30 04 02	Business Income (and Extra Expense) Coverage Form
CP 00 90 07 88	Commercial Property Conditions
CP 01 27 03 96	Utah Changes
CP 01 40 07 06	Exclusion of Loss Due to Virus or Bacteria
CP 10 30 04 02	Causes of Loss - Special Form
CP 10 32 08 08	Water Exclusion Endorsement
CP 72 97 04 02	Equipment Breakdown Enhancement Endorsement - Special Form
CP 88 04 03 10	Removal Permit
CP 88 10 07 10	Property Extension Plus
IL 00 17 11 98	Common Policy Conditions
IL 00 21 09 08	Nuclear Energy Liability Exclusion Endorsement (Broad Form)
IL 01 10 09 07	Nevada Changes - Concealment, Misrepresentation or Fraud
IL 01 15 01 10	Nevada Changes - Domestic Partnership
IL 02 51 09 07	Nevada Changes - Cancellation and Nonrenewal
IL 02 58 12 14	Arizona Changes - Cancellation and Non-Renewal
IL 02 66 09 08	Utah Changes - Cancellation and Non-Renewal
IL 09 35 07 02	Exclusion of Certain Computer-Related Losses
Servicing Office	Denver Regional Office
and Issue Date	04/06/15 Authorized Representative

To report a claim, call your Agent or 1-800-362-0000

DS 70 27 01 08 04/06/15

Policy Change Endorsement

BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

Endorsement Period:

From 02/18/2015 to 02/01/2016 12:01 am Standard Time at Insured Mailing Location

Named Insured Agent

INSURANCE

UNFORGETTABLE COATINGS INC (801) 937-6700

THE BUCKNER COMPANY

POLICY FORMS AND ENDORSEMENTS - CONTINUED

This section lists the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE
IL 09 52 03 08	Cap on Losses From Certified Acts of Terrorism
IL 09 96 01 07	Conditional Exclusion of Terrorism Involving Nuclear, Biological or Chemical
	Terrorism (Relating to Dispostion of Federal Terrorism Risk Insurance Act)
IL 88 15 07 12	Conditional Exclusion of Terrorism - Involving Nuclear, Biological or Chemical
	Terrorism (Relating to Disposition of Federal Terrorism Risk Insurance Act)
IM 20 57 04 04	Amendatory Endorsement - Nevada
IM 70 03 04 04	Contractors' Equipment Coverage - Small Tools
IM 71 00 06 04	Installation Floater Coverage

Servicing Office and Issue Date

Denver Regional Office

04/06/15

Authorized Representative

To report a claim, call your Agent or 1-800-362-0000

DS 70 27 01 08 04/06/15 56502233

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PAGE

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial **Property Declarations** -Revised

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CHARGES

Explanation of Charges

DESCRIPTION PREMIUM

Property Schedule Totals

Certified Acts of Terrorism Coverage

Total Advance Charges:

Note: This is not a bill

To report a claim, call your Agent or 1-800-362-0000

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial **Property**

Declarations Schedule -Revised

Named Insured

Agent

UNFORGETTABLE COATINGS INC

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF PROPERTY COVERAGES - BY LOCATION

Insurance at the described premises applies only for coverages for which a limit of insurance is shown. Optional coverages apply only when entries are made in this schedule.

0001 3977 W Oquendo Rd Ste G, Las Vegas, NV 89118-3049

Prop	erty
------	------

Characteristics

Description:

Construction: Masonry Non-Combustible

Your Business Personal Property Coverage

Occupancy: Painting - Exterior - Buildings or Structures - Three

Stories or Less in Height - Office

Description

Limit of Insurance - Replacement Cost Coinsurance

Covered Causes of Loss

Special Form - Including Theft

Deductible - All Covered Causes of Loss Unless Otherwise Stated \$500

Premium

Equipment Breakdown Coverage

This Equipment Breakdown insurance applies to the coverages shown for this location. The Equipment Breakdown limit(s) of insurance and deductible are included in, and not in addition to, the limits and deductible shown for the Building, Your Business Personal Property, Your Business Personal Property of Others, Tenants Improvements and Betterments, Business Income and Extra Expense, Business Income Without Extra Expense, and Extra Expense coverages.

Premium

To report a claim, call your Agent or 1-800-362-0000

\$20,000

80%

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial **Property**

Schedule -Revised

Named Insured

UNFORGETTABLE COATINGS INC

SUMMARY OF PROPERTY COVERAGES - BY LOCATION

0002 770 E Main St Ste 109, Lehi, UT 84043-2293

Property

Characteristics

Description:

Construction: Non-Combustible

Your Business Personal Property Coverage

Occupancy: Painting - Exterior - Buildings or Structures - Three

Stories or Less in Height - Office

Description

Limit of Insurance - Replacement Cost \$5,300

Coinsurance

Covered Causes of Loss

Special Form - Including Theft

Deductible - All Covered Causes of Loss Unless Otherwise Stated \$500

Premium

Business Income and Extra Expense Coverage

Description

Limit of Insurance - Including Rental Value \$250,000 80%

Coinsurance

Covered Causes of Loss

Special Form - Including Theft

Premium

To report a claim, call your Agent or 1-800-362-0000

Equipment **Breakdown** Coverage

Declarations



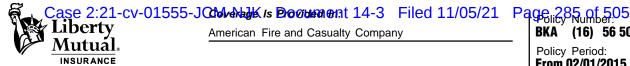




THE BUCKNER COMPANY

DS 70 23 01 08

80%



Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial **Property**

Declarations Schedule -Revised

Named Insured

Agent

UNFORGETTABLE COATINGS INC

(801) 937-6700

THE BUCKNER COMPANY

SUMMARY OF PROPERTY COVERAGES - BY LOCATION

This Equipment Breakdown insurance applies to the coverages shown for this location. The Equipment Breakdown limit(s) of insurance and deductible are included in, and not in addition to, the limits and deductible shown for the Building, Your Business Personal Property, Your Business Personal Property of Others, Tenants Improvements and Betterments, Business Income and Extra Expense, Business Income Without Extra Expense, and Extra Expense coverages.

Premium



SUMMARY OF OTHER PROPERTY COVERAGES

Property Extension	Description Property Extension Plus		
indorsement	Troperty Extension Trus	Premium	

To report a claim, call your Agent or 1-800-362-0000

BKA (16) 56 50 22 3

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial Inland Marine Declarations -Revised

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CHARGES

Explanation of Charges

DESCRIPTION

PREMIUM

Commercial Inland Marine Schedule Totals

Certified Acts of Terrorism Coverage

Total Advance Charges:

Note: This is not a bill

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To report a claim, call your Agent or 1-800-362-0000

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Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial Inland Marine Declarations Schedule -Revised

UNFORGETTABLE COATINGS INC

INSURANCE

Named Insured

(801) 937-6700 THE BUCKNER COMPANY

Limit

Agent

INSTALLATION FLOATER COVERAGE

PROPERTY COVERED

(X) Blanket Coverage

Jobsite Limit -- The most "we" pay for

loss to any one "jobsite"	is:	\$ 10,000	
Catastrophe Limit The loss to any one occurrence	1 *	\$ 10,000	
() Scheduled Locations	Coverage		
Loc.			
No.	Location	Limit	
			\$
Catastrophe Limit The loss to any one occurrence		\$ 	
COVERAGE EXTENSIONS			
Additional Debris Removal	Expenses	\$ 5,000	
Emergency Removal		days	
Limited Fungus Coverage		\$ 15,000	
SUPPLEMENTAL COVERA	GES		
Contract Penalty		\$ 5,000	
Pollutant Cleanup and Remo	val	\$ 10,000	
Sewer Backup Coverage		\$ 5,000	
Storage Locations		\$ 5,000	
Testing		\$ 5,000	
Transit		\$ 5,000	

To report a claim, call your Agent or 1-800-362-0000

IM 71 05 04 04

BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial Inland Marine Declarations Schedule -Revised

Named Insured

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

Agent



SUPPLEMENTAL COVERAGES (cont)	
Earthquake Coverage	
(X) Coverage Not Provided	
() Coverage Provided, as described below:	
Earthquake Limit The most "we" pay	
for loss to any one building or	
structure is:	\$
Earthquake Catastrophe Limit The most	
"we" pay for loss in any one occurrence is:	\$
Flood Coverage	
(X) Coverage Not Provided	
() Coverage Provided, as described below:	
Flood Limit The most "we" pay	
for loss to any one building or	
structure is:	\$
Flood Catastrophe Limit The most	
"we" pay for loss in any one occurrence is:	\$
DEDUCTIBLE	
Deductible Amount	\$500
	Deductible Amount
() Earthquake Coverage	\$
() Flood Coverage	\$
() Sewer Backup Coverage	\$
COINSURANCE	
() Not Applicable	
() 80% () 90% (X) 100% () Other	%

To report a claim, call your Agent or 1-800-362-0000

IM 71 05 04 04

04/06/15 56502233 N0164373 260 LCAOPPNO INSURED COPY 000817 PAGE 11 OF 24

AAIS IM 7008 01 12 Page 1 of 1 BKA (16) 56 50 22 33

SCHEDULE OF COVERAGES CONTRACTORS' EQUIPMENT SMALL TOOLS FLOATER

(The entries required to complete this schedule will be shown below or on the "schedule of coverages".)

		"Lir	nit"
Your Tools Limit The most "we" particle for loss to any one "tool" "you" own	•	\$	2,500
Check if applicable:			
[] Employee Tool Limit The most pay for loss to any one employee		\$	
[x] Leased/Rented Tool Limit The "we" pay for loss to any one "to lease or rent is:		\$	2,500
Catastrophe Limit The most "we" to all tools in any one occurrence is:	pay for loss	\$	70,000
VALUATION Actual Cash Value			
DEDUCTIBLE			
Deductible Amount	\$	1,000	

ADDITIONAL INFORMATION

BKA (16) 56 50 22 3

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Declarations -Revised

Basis: Occurrence

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF LIMITS AND CHARGES

Commercial
General
Liability
Limits of
Insurance

DESCRIPTION	LIMIT
Each Occurrence Limit	1,000,000
Damage To Premises Rented To You Limit (Any One Premises)	300,000
Medical Expense Limit (Any One Person)	15,000
Personal and Advertising Injury Limit	1,000,000
General Aggregate Limit (Other than Products - Completed Operations)	2,000,000
Products - Completed Operations Aggregate Limit	2,000,000

Explanation of Charges

DESCRIPTION

General Liability Schedule Totals

Certified Acts of Terrorism Coverage

Total Advance Charges:

Note: This is not a bill

PREMIUM



24

13

To report a claim, call your Agent or 1-800-362-0000

04/06/15 56502233 N0164373 260 LCAOPPNO INSURED COPY 000817 PAGE 13 OF 2

BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Declarations Schedule -Revised

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION

0003 16834 S Cyan Ct, Phoenix, AZ85048-3000

Insured: UNFORGETTABLE COATINGS INC

CLASSIFICATION - 98305

Painting - Interior - Buildings Or Structures

PREMIUM BASED ON - Executive Officers	RATED / PER 1,000	PREMIUM
Dollars Of Payroll - if any	6.995	
Total:		
	4.300	
Total:		
	Dollars Of Payroll - if any Total:	PREMIUM BASED ON - Executive Officers 1,000 Dollars Of Payroll - if any 6.995 Total: 4.300

CLASSIFICATION - 98305

Painting - Interior - Buildings Or Structures

COVERAGE DESCRIPTION	PREMIUM BASED ON - Employees Payroll	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Payroll - if any	6.995	
	Total:		
Products/Completed Operations		4.300	

Total:

To report a claim, call your Agent or 1-800-362-0000

04/06/15 56502233 N0164373 260 LCAOPPNO INSURED COPY 000817 PAGE 14 OF

BKA (16) 56 50 22 3

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Declarations Schedule -Revised

Named Insured

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700

Agent

THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION

CLASSIFICATION - 91581

Contractors - Subcontracted Work - In Connection With Construction, Reconstruction, Erection or Repair - Not Buildings

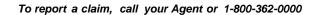
COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Total Cost - if any	4.926	
	To	otal:	
Products/Completed Operations		3.731	
	Te	otal:	

CLASSIFICATION - 91585

Contractors - Subcontracted Work - In Connection With Construction, Reconstruction, Repair or Erection Of Buildings NOC

COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Total Cost - if any	3.081	
	To	tal:	
Products/Completed Operations		1.730	
	T.	.t1.	

Total:



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BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Schedule -Revised **Declarations**

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

CLASSIFICATION - 98304

Painting - Exterior - Buildings Or Structures - Three

Stories Or Less In Height NOC

COVERAGE DESCRIPTION	PREMIUM BASED ON - Executive Officers	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Payroll - if any	12.935	
	Total:		
Products/Completed Operations		6.504	
	Total:		
CLASSIFICATION - 98304			

Painting - Exterior - Buildings Or Structures - Three

Stories Or Less In Height NOC

COVERAGE DESCRIPTION	PREMIUM BASED ON - Employees Payroll	RATED / PER 1,000	PREMIUM
Premise/Operations	24,000 Dollars Of Payroll	12.935	
	Total:		
Products/Completed Operations		6.504	
	Total:		

To report a claim, call your Agent or 1-800-362-0000

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BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Declarations Schedule -Revised

Named Insured

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700

Agent

THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

0001 3977 W Oquendo Rd Ste G, Las Vegas, NV 89118-3049

Insured: UNFORGETTABLE COATINGS INC

CLASSIFICATION - 98304

Painting - Exterior - Buildings Or Structures - Three

Stories Or Less In Height NOC

COVERAGE DESCRIPTION	PREMIUM BASED ON - Executive Officers	RATED / PER 1,000	PREMIUM
Premise/Operations	29,300 Dollars Of Payroll	17.710	
	Total:		
Products/Completed Operations		8.770	
	Total:		

CLASSIFICATION - 98304

Painting - Exterior - Buildings Or Structures - Three

Stories Or Less In Height NOC

COVERAGE DESCRIPTION	PREMIUM BASED ON - Employees Payroll	RATED / PER 1,000	PREMIUM
Premise/Operations	970,700 Dollars Of Payroll	17.710	
	Total:		
Products/Completed Operations		8.770	
	Total:		

To report a claim, call your Agent or 1-800-362-0000

04/06/15 56502233 N0164373 260 LCAOPPNO INSURED COPY 000817 PAGE 17 OF



BKA (16) 56 50 22 3

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Declarations Schedule -Revised

UNFORGETTABLE COATINGS INC

INSURANCE

Named Insured

(801) 937-6700 THE BUCKNER COMPANY

Agent

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

CLASSIFICATION - 91581

Contractors - Subcontracted Work - In Connection With Construction, Reconstruction, Erection or Repair - Not Buildings

COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Total Cost - if any	4.680	
	To	otal:	
Products/Completed Operations		3.544	
	Te	otal:	

CLASSIFICATION - 91585

Contractors - Subcontracted Work - In Connection With Construction, Reconstruction, Repair or Erection Of Buildings NOC

COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Total Cost - if any	2.927	
	To	otal:	
Products/Completed Operations		1.643	
	m	. 1	

Total:

To report a claim, call your Agent or 1-800-362-0000

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BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Schedule -Revised **Declarations**

Named Insured

UNFORGETTABLE COATINGS INC

INSURANCE

Agent

(801) 937-6700

THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

CLASSIFICATION - 98305

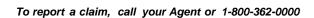
Painting - Interior - Buildings Or Structures

COVERAGE DESCRIPTION	PREMIUM BASED ON - Executive Officers	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Payroll - if any	9.817	
	Total:		
Products/Completed Operations		5.919	
	Total:		
CLASSIFICATION - 98305			

Painting - Interior - Buildings Or Structures

COVERAGE DESCRIPTION	PREMIUM BASED ON - Employees Payroll	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Payroll - if any	9.817	
	Total:		
Products/Completed Operations		5.919	

Total:



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BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Declarations Schedule -Revised

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

0002 770 E Main St Ste 109, Lehi, UT 84043-2293

Insured: UNFORGETTABLE COATINGS INC

CLASSIFICATION - 98305

Painting - Interior - Buildings Or Structures

COVERAGE DESCRIPTION	PREMIUM BASED ON - Executive Officers	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Payroll - if any	7.446	
	Total:		
Products/Completed Operations		3.482	
	Total:		

CLASSIFICATION - 98305

20

Painting - Interior - Buildings Or Structures

COVERAGE DESCRIPTION	PREMIUM BASED ON - Employees Payroll	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Payroll - if any	7.446	
	Total:		
Products/Completed Operations		3.482	
	m		

Total:

To report a claim, call your Agent or 1-800-362-0000

04/06/15 56502233 N0164373 260 LCAOPPNO INSURED COPY 000817 PAGE 20 OF

BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Schedule -Revised **Declarations**

Named Insured

UNFORGETTABLE COATINGS INC

INSURANCE

Agent

(801) 937-6700

THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

CLASSIFICATION - 98304

Painting - Exterior - Buildings Or Structures - Three

Stories Or Less In Height NOC

PREMIUM BASED ON - Executive Officers	RATED / PER 1,000	PREMIUM
Dollars Of Payroll - if any	12.411	
Total:		
	6.567	
Total:		
Thurs		
	Dollars Of Payroll - if any Total:	PREMIUM BASED ON - Executive Officers 1,000 Dollars Of Payroll - if any 12.411 Total: Total:

Stories Or Less In Height NOC

COVERAGE DESCRIPTION	PREMIUM BASED ON - Employees Payroll	RATED / PER 1,000	PREMIUM
Premise/Operations	500,000 Dollars Of Payroll	12.411	
	Total:		
Products/Completed Operations		6.567	
	Total:		

To report a claim, call your Agent or 1-800-362-0000





N0164373

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BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Schedule -Revised **Declarations**

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

0001 3977 W Oquendo Rd Ste G, Las Vegas, NV 89118-3049

Insured: UNFORGETTABLE COATINGS INC

CLASSIFICATION - 98303

Painting - Exterior - Buildings Or Structures - Exceeding

Three Stories In Height NOC

COVERAGE DESCRIPTION	PREMIUM BASED ON - Executive Officers	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Payroll - if any	63.685	
	Total:		
Products/Completed Operations		38.177	
	Total:		
CI ASSIFICATION - 98303			

CLASSIFICATION - 98303

Painting - Exterior - Buildings Or Structures - Exceeding

Three Stories In Height NOC

COVERAGE DESCRIPTION	PREMIUM BASED ON - Employees Payroll	RATED / PER 1,000	PREMIUM
Premise/Operations	60,000 Dollars Of Payroll	63.685	
	Total:		
Products/Completed Operations		38.177	
	Total:		

Commercial General Liability Schedule Total

To report a claim, call your Agent or 1-800-362-0000

LCAOPPN0 000817 04/06/15 56502233 N0164373 INSURED COPY PAGE 22 OF 24 260

BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Employee Benefits Liability Declarations -Revised

Basis: Claims Made

This insurance does not apply to any negligent act, error, or omission that occurs before the retroactive date 02/01/2015, if any shown. Read your coverage form carefully.



Named Insured Agent

UNFORGETTABLE COATINGS INC

(801) 937-6700

THE BUCKNER COMPANY

SUMMARY OF LIMITS AND CHARGES

Employees
Benefits
Liability
Limits of
Insurance

DESCRIPTIONLIMITEach Employee Limit1,000,000Aggregate Limit1,000,000

This Coverage is subject to a \$1,000. per claim deductible

Explanation of Charges

DESCRIPTION PREMIUM
Employee Benefits

Certified Acts of Terrorism Coverage

Total Advance Charges:

Note: This is not a bill

To report a claim, call your Agent or 1-800-362-0000

04/06/15 56502233 N0164373 260 LCAOPPNO INSURED COPY 000817 PAGE 23 OF 24

Named Insured

American Fire and Casualty Company

BKA (16) 56 50 22 33 Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Employee Benefits Liability Declarations Schedule -Revised

UNFORGETTABLE COATINGS INC

(801) 937-6700 THE BUCKNER COMPANY

Agent

SUMMARY OF CLASSIFICATIONS - continued

Insured: UNFORGETTABLE COATINGS INC

CLASSIFICATION - 73124

Employee Benefits Liability - Claims Made

COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER Each	PREMIUM
Employee Benefits Liability Minimum Premium Adjustment	15 Employee(s)	.367	
		Total:	

Employee Benefits Liability Schedule Total

To report a claim, call your Agent or 1-800-362-0000

56502233 LCAOPPN0 **INSURED COPY** 000817 04/06/15 N0164373 260 PAGE 24 OF

Liberty Mutual

Your

Commercial

Documents

Policyholder Information

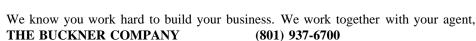
Named Insured & Mailing Address

Agent Mailing Address & Phone No.

UNFORGETTABLE COATINGS INC 3977 W OQUENDO RD STE G LAS VEGAS, NV 89118 (801) 937-6700 THE BUCKNER COMPANY 6550 MILLROCK DR STE 300 SALT LAKE CITY, UT 84121



Dear Policyholder:



to help protect the things you care about. Thank you for selecting us.

Enclosed are your insurance documents consisting of:



Commercial Package

To find your specific coverages, limits of liability, and premium, please refer to your Declarations page(s).

If you have any questions or changes that may affect your insurance needs, please contact your Agent at (801) 937-6700



Reminders

- Verify that all information is correct
- If you have any changes, please contact your Agent at (801) 937-6700
- In case of a claim, call your Agent or 1-800-362-0000

You Need To Know

CONTINUED ON NEXT PAGE

You Need To Know - continued

• NOTICE(S) TO POLICYHOLDER(S)

The Important Notice(s) to Policyholder(s) provide a general explanation of changes in coverage to your policy. The Important Notice(s) to Policyholder(s) is not a part of your insurance policy and it does not alter policy provisions or conditions. Only the provisions of your policy determine the scope of your insurance protection. It is important that you read your policy carefully to determine your rights, duties and what is and is not covered.

FORM NUMBER	TITLE
NP 72 42 07 13	Certified Acts of Terrorism Notice
NP 73 47 03 04	Premium Determination for Subcontractors
NP 74 06 01 06	Flood Insurance Notice
NP 74 44 09 06	U.S. Treasury Department's Office of Foreign Assets Control (OFAC) Advisory
	Notice to Policyholders
NP 74 50 01 07	Important Audit Information
NP 89 69 11 10	Important Policyholder Information Concerning Billing Practices
NP 93 53 01 14	Important Notice Regarding the Expiration of the Terrorism Risk Insurance Act
	and the Reduction in Coverage for Terrorism Losses

• This policy will be direct billed. You may choose to combine any number of policies on one bill with your billing account. Please contact your agent for more information.

02/11/15

UNFORGETTABLE COATINGS INC

BKA (16) 56 50 22 33 From 02/01/2015 To 02/01/2016

3977 W OQUENDO RD STE G LAS VEGAS, NV 89118

(801) 937-6700 THE BUCKNER COMPANY

6550 MILLROCK DR STE 300 SALT LAKE CITY, UT 84121

TERRORISM INSURANCE PREMIUM NOTICE

This notice contains important information about the Terrorism Risk Insurance Act and its effect on your policy. Please read it carefully.

THE TERRORISM RISK INSURANCE ACT

The Terrorism Risk Insurance Act, including all amendments ("TRIA" or the "Act"), establishes a program to spread the risk of catastrophic losses from certain acts of terrorism between insurers and the federal government. If an individual insurer's losses from a "certified act of terrorism" exceed a specified deductible amount, the government will reimburse the insurer for 85% of losses paid in excess of the deductible, but only if aggregate industry losses from such an act exceed \$100 million. An insurer that has met its insurer deductible is not liable for any portion of losses in excess of \$100 billion per year. Similarly, the federal government is not liable for any losses covered by the Act that exceed this amount. If aggregate insured losses exceed \$100 billion, losses up to that amount may be pro-rated, as determined by the Secretary of the Treasury.

MANDATORY OFFER OF COVERAGE FOR "CERTIFIED ACTS OF TERRORISM" AND DISCLOSURE OF PRE-MIUM

TRIA requires insurers to make coverage available for any loss that occurs within the United States (or outside of the U.S. in the case of U.S. missions and certain air carriers and vessels), results from a "certified act of terrorism" AND that is otherwise covered under your policy.

A "certified act of terrorism" means:

Any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State, and the Attorney General of the United States

- (i) to be an act of terrorism;
- (ii) to be a violent act or an act that is dangerous to -
 - (I) human life;
 - (II) property; or
 - (III) infrastructure;
- (iii) to have resulted in damage within the United States, or outside of the United States in the case of -
 - (I) an air carrier (as defined in section 40102 of title 49, United States Code) or United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States); or
 - (II) the premises of a United States mission; and
- (iv) to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

NP 72 42 07 13 Page 1 of 2



REJECTING TERRORISM INSURANCE COVERAGE - WHAT YOU MUST DO

We have included in your policy coverage for losses resulting from "certified acts of terrorism" as defined above.

THE PREMIUM CHARGE FOR THIS COVERAGE APPEARS ON THE DECLARATIONS PAGE OF THE POLICY AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

IF YOU CHOOSE TO REJECT THIS COVERAGE, PLEASE CHECK THE BOX BELOW, SIGN THE ACKNOWL-EDGMENT, AND RETURN THIS FORM TO THE ADDRESS BELOW: Please ensure any rejection is received within thirty (30) days of the effective date of your policy.

Before making a decision to reject terroris States located at the end of this Notice.	sm insurance, refer to the Disclair	mer for Standard Fire Policy
I hereby reject this offer of coverage. I losses arising from a "certified acts of the control of the coverage		_
Policyholder/Applicant's Signature	Print Name	Date Signed
Named Insured	Policy Number	
UNFORGETTABLE COATINGS INC	BKA (16) 56 5	50 22 33

Policy Effective/Expiration Date

From 02/01/2015 To 02/01/2016

IF YOU REJECTED THIS COVERAGE, PLEASE RETURN THIS FORM TO:

Attn: Commercial Lines Division - Terrorism PO Box 66400 London. KY 40742-6400

Note: Certain states (currently CA, GA, IA, IL, ME, MO, NY, NC, NJ, OR, RI, WA, WI and WV) mandate coverage for loss caused by fire following a "certified act of terrorism" in certain types of insurance policies. If you reject TRIA coverage in these states on those policies, you will not be charged any additional premium for that state mandated coverage.

The summary of the Act and the coverage under your policy contained in this notice is necessarily general in nature. Your policy contains specific terms, definitions, exclusions and conditions. In case of any conflict, your policy language will control the resolution of all coverage questions. Please read your policy carefully.

If you have any questions regarding this notice, please contact your agent.

NP 72 42 07 13 Page 2 of 2

Important Notice Notice to Policyholders

This explanation is not a part of your insurance policy, and it does not alter any of its provisions or conditions.

Please refer any questions you may have to your insurance agent.

As an artisan or construction related insured, a portion of your construction operations may be performed by subcontractors. In order to minimize your loss exposure and reduce your premium charge for subcontracted work, your subcontractors must carry adequate insurance.

Please read the following carefully to understand:

1. What is an "Adequately Insured Subcontractor"?

"A subcontractor that has a valid certificate of insurance showing proof of Commercial General Liability coverage, or its equivalency, with the Named Insured shown as a Certificate Holder and at least \$300,000 (Occurrence) limits for the period of time work was performed."

2. How do we determine your premium for an "Adequately Insured Subcontractor"?

If you are covered by our Artisan Contractors Program, there is no charge for "Adequately Insured Subcontractors" regarding your Commercial General Liability coverage.

If you are covered by our non-artisan construction related products, we will use the total cost of the subcontracted work to determine your premium regarding your Commercial General Liability coverage. The resulting premium charge to you will normally be much less than if the subcontractor is uninsured or carries an inadequately limit of insurance.

In order to meet the requirement of having an "Adequately Insured Subcontractor", you must present satisfactory evidence of subcontractor's insurance by providing us with a valid Certificates of Insurance from your subcontractor, at the time of audit. The certificate must show proof of Commercial General Liability coverage with you as the Certificate Holder and at least \$300,000 (Occurrence) limit for the period of time that the subcontractor performed work for you.

If you do not have satisfactory evidence of subcontractors insurance at the time of audit, your sub-contractors will be deemed inadequately insured.

3. How do we determine your premium for an inadequately insured subcontractor?

If you cannot provide satisfactory evidence of the subcontractor's insurance at the time of audit, such as not being able to provide a Certificate of Insurance or the Certificate of Insurance has limits less than \$300,000 (Occurrence), we will determine the premium for the inadequately insured subcontractor as follows:

• The subcontractor will be classed according to type of construction operation performed and charged the same as an employee. At the time of audit, we will request that you provide us with the subcontractor's payroll amount and a description of work performed for you.

If we can not determine the subcontractor's payroll, your premium charge for the inadequately insured subcontractor will be based on the following:

- If the insured's records do not disclose a breakdown between material and labor costs, but the total subcontract costs did include materials, use a minimum of 50% of the total cost as the premium basis.
- If the subcontractor work was for labor only, use 90% of the total subcontract cost as the rating basis

4. What records and documentation are you required to maintain?

Please be sure that you keep clear and accurate records with a breakdown of payrolls and subcontractor costs by type of work performed. In addition, be sure to obtain and save satisfactory evidence of subcontractor's insurance, such as Certificates of Insurance regarding all of your subcontractors.

On the reverse side of the "Important Notice to Policyholders" we have included a helpful Subcontractor Worksheet, WS 70 03 06 00, that may assist you to establishing an organized method of monitoring your subcontractor's work and their Certificates of Insurance.

NP 73 47 03 04 Page 1 of 1



EXAMPLE

Subcontractor Worksheet

Agency:		Policy Number:

Name of Subcontractor	Description of Operation	Total Cost Paid to Subcontractor	Cost Paid to Subcontractor for Materials Only	Certificate of Insurance for Workers Comp Coverage (Y) or (N)	Certificate of Insurance for General Liability with at least \$300,000 limits per occurrence (Y) or (N)
Jones Excavating	Foundations excavated	\$15,000	\$5,000	Y	Υ
Hart Electrical	Residential Electrical Work	\$7,000	\$0	Y	Y

FLOOD INSURANCE NOTICE

Unless a Flood Coverage endorsement is attached, your policy does not provide flood coverage and you will **not** have coverage for property damage from floods unless you purchase a separate policy for flood insurance through the Federal Emergency Management Agency (FEMA) National Flood Insurance Program.

If you would like more information about obtaining coverage under the National Flood Insurance Program, please contact your agent.



NP 74 06 01 06 Page 1 of 1

NP 74 44 09 06

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. Please read this Notice carefully.

Please refer any questions you may have to your insurance agent.

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site - http://www.treas.gov/ofac.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.

NP 74 50 01 07

Important Notice Notice to Policyholders

This explanation is not a part of your insurance policy, and it does not alter any of its provisions or conditions.

Please refer any questions you may have to your insurance agent.

We would like to thank you for being a policyholder. We appreciate your business.

If your policy contains a condition stating it is subject to a premium audit we would like to take this opportunity to explain how the audit process works and answer the most common questions we receive from our policyholders. The information in this notice will make it easier for you to prepare for your audit.

Insurance Premium Audit Facts

Audits can benefit our policyholders by allowing us to collect the appropriate amount of premium for each policy.

Most commercial policies are written based on estimated or fluctuating exposure bases. At the end of the policy term an audit will determine the actual exposure bases and the premium will be adjusted accordingly. A company representative will conduct the audit.

The premium auditor will examine and audit records that relate to your policy. The records necessary to complete the audit will vary, based on the coverages you have. Types of records that may be requested for your audit include, but are not limited to:

- Payroll Records, including 941 forms
- Sales Journals or income statements
- General Ledger
- Cash Disbursements Journal
- Subcontractor Certificates

Keeping accurate and complete records will allow the auditor to properly classify and allocate your exposures correctly. Often there are allowable credits available according to insurance manual classification and rating rules. The premium auditor will be able to give you the credits, to which you are entitled, if your records provide the necessary details. Providing the records your auditor needs can save you time and money as well as expedite the audit process.

How Audits are Conducted

Audits are handled in different ways, depending on the types of coverages you may have. We conduct audits in the following ways:

Physical Audit - An auditor will contact you and set up a convenient time to personally come to your business and review your records.

Phone Audit -Forms will be mailed to you, explaining what is necessary to complete a phone audit. The phone auditor will contact you or your bookkeeper for this information.

Voluntary Audit - Forms will be mailed to you for completion. We will provide you with contact information if you need assistance in completing the forms.



of 204

Completing the audit

Many states have enacted legislation that governs the time in which an audit must be completed, billed and paid. This applies to audits for cancelled policies as well as regular audits. In order to comply with state regulations, it is important to make your records available for audit when our representative contacts you. We will make every effort to complete the audit within a reasonable time after the close of the policy period stated in your policy.

Frequently Asked Questions

Q: What if I use subcontractors?

A: Subcontractors are factored in to the audit process. Subcontractors who do not have insurance are treated as though they are your employees at the time of the audit. If your subcontractor furnishes you with a certificate of liability or workers' compensation insurance, your insurance cost for that subcontractor could be less. See your policy for details on limits of insurance required for certificates.

Q: I have no employees and work alone. Does the insurance company still need to complete an audit?

A: Yes. The auditor will need to verify you worked alone by examining business records that may include tax filings, disbursements, and check stubs.

Q: Do I need an audit if I have cancelled my policy or am no longer insured with you?

A: An audit may still be necessary even if you no longer have an active policy with us. The audit would cover the time period for which you were insured by us. Other factors that may determine if an audit is necessary include the time the policy was in effect and the amount of premium involved.

Q: If I use leased employees but the leasing company carries the liability, are the leased employees excluded from my General Liability policy?

A: No. The manual rules stipulate that all leased employees are covered on the insured's policy.

Q: Is it necessary to keep records on any casual labor I use?

A: Yes. Casual labor payroll is examined during the audit.

Q: What happens if I do not comply with the audit and fail to provide all necessary records and verifica-

A: It's important to provide the necessary information in order to complete the audit. If you fail to do so, your policy may be cancelled or nonrenewed. You may also receive an estimated audit statement based on increased policy exposure estimates due to non-compliance of audit.

If you would like additional information about the policy audit process, your independent agent can assist you. The Premium Audit Department is also available to answer any questions you may have regarding this process.

Please contact us at 1-888-224-9246 or via E-mail at PremiumAuditServices@libertymutual.com

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Premium Notice: We will mail you a policy Premium Notice separately. The Premium Notice will provide you with specifics regarding your agent, the account and policy billed, the billing company, payment plan, policy number, transaction dates, description of transactions, charges/credits, policy amount balance, minimum amount, and payment due date. This insert explains fees that may apply to and be shown on your Premium Notice.

Available Premium Payment Plans:

- Annual Payment Plan: When this plan applies, you have elected to pay the entire premium amount balance shown on your Premium Notice in full. No installment billing fee applies when the Annual Payment Plan applies.
- Installment Payment Plan: When this plan applies, you have elected to pay your policy premium in installments (e.g.: quarterly or monthly installments Installment Payment Plans vary by state). As noted below, an installment fee may apply when the Installment Payment Plan applies.

The Premium Payment Plan that applies to your policy is shown on the top of your Premium Notice. Please contact your agent if you want to change your Payment Plan election.

Installment Payment Plan Fee: If you elected to pay your premiums in installments using the Installment Premium Payment Plan, an installment billing fee applies to each installment bill. The installment billing charge will not apply, however, if you pay the entire balance due when you receive the bill for the first installment. Because the amount of the installment charge varies from state to state, please consult your Premium Notice for the actual fee that applies.

Dishonored Payment Fee: Your financial institution may refuse to honor the premium payment withdrawal request you submit to us due to insufficient funds in your account or for some other reason. If that is the case, and your premium payment withdrawal request is returned to us dishonored, a payment return fee will apply. Because the amount of the return fee varies from state to state, please consult your Premium Notice for the actual fee that applies.

Late Payment Fee: If we do not receive the minimum amount due on or before the date or time the payment is due, as indicated on your Premium Notice, you will receive a policy cancellation notice effective at a future date that will also reflect a late payment fee charge. Issuance of the cancellation notice due to non-payment of a scheduled installment(s) may result in the billing and collection of all or part of any outstanding premiums due for the policy period. Late Payment Fees vary from state to state and are not applicable in some states.

Special Note: Please note that some states do not permit the charging of certain fees. Therefore, if your state does not allow the charging of an Installment Payment Plan, Dishonored Payment or Late Payment Fee, the disallowed fee will not be charged and will not be included on your Premium Notice.

EFT-Automatic Withdrawals Payment Option: When you select this option, you will not be sent Premium Notices and, in most cases, will not be charged installment fees. For more information on our EFT-Automatic Withdrawals payment option, refer to the attached policyholder plan notice and enrollment sheet.

Once again, please contact your agent if you have any questions about the above billing practice information.

Thank you for selecting us to service your insurance needs.

NP 93 53 01 14

IMPORTANT NOTICE REGARDING THE EXPIRATION OF THE TERRORISM RISK INSURANCE ACT AND THE REDUCTION IN COVERAGE FOR TERRORISM LOSSES

PLEASE READ THIS NOTICE CAREFULLY

This is to notify you of a reduction in coverage for terrorism losses under your insurance policy when the Terrorism Risk Insurance Act ("TRIA") expires, which is scheduled to occur on December 31, 2014. This notice **DOES NOT** apply to Workers Compensation insurance.

TRIA, as amended, is a temporary program that spreads losses from government "certified" acts of terrorism between insurers and the federal government. In summary, TRIA requires insurers to make coverage for "certified acts of terrorism" available, and to pay losses from "certified acts of terrorism" up to a deductible amount. If an individual insurer's losses exceed this amount, the government will reimburse the insurer for 85% of losses paid in excess of the deductible.

Policyholders have the option to accept or reject this coverage.

TRIA will expire on December 31, 2014, unless Congress and the President act to extend it. Otherwise, after 2014, the federal government will no longer "certify" acts of terrorism or reimburse losses caused by "certified acts of terrorism."

If you purchase coverage for "certified acts of terrorism," and TRIA expires on or after December 31, 2014, your insurance coverage will be reduced. After the date TRIA expires, where permitted by state law, you will no longer have insurance for losses from acts of terrorism that directly or indirectly involve nuclear or radioactive agents or materials, or pathogenic or poisonous biological or chemical agents or materials ("NBCR").

If you elect not to purchase coverage for "certified acts of terrorism," and TRIA expires on or after December 31, 2014, losses caused by any terrorist act will be excluded from your policy, where permitted by state law.

Some states, including New York and Florida, may not approve or allow the use of certain exclusions related to acts of terrorism. Therefore, exclusions for losses caused by acts of terrorism may not apply in all states.

BKA (16) 56 50 22 3

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Common Policy Declarations

UNFORGETTABLE COATINGS INC 3977 W OQUENDO RD STE G LAS VEGAS, NV 89118

Named Insured & Mailing Address

(801) 937-6700 THE BUCKNER COMPANY 6550 MILLROCK DR STE 300 SALT LAKE CITY, UT 84121

Agent Mailing Address & Phone No.



Named Insured Is: CORPORATION

Named Insured Business Is: PAINTING

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy.

SUMMARY OF COVERAGE PARTS AND CHARGES

This policy consists of this Common Policy Declarations page, Common Policy Conditions, Coverage Parts (which consist of coverage forms and other applicable forms and endorsements, if any, issued to form a part of them) and any other forms and endorsements issued to be part of this policy.

COVERAGE PART	CHARGES	
Commercial Property	\$1,200.00	
Commercial Inland Marine	\$1,846.00	
Commercial General Liability	\$36,582.00	
Employee Benefits Liability	\$84.00	

Total Charges for all of the above coverage parts: Certified Acts of Terrorism Coverage: \$427.00 \$39,712.00 (Included)

Note: This is not a bill

IMPORTANT MESSAGES

- This policy is auditable. Please refer to the conditions of the policy for details or contact your agent.
- Notice: The Employment-Related Practices Exclusion CG 21 47 is added to this policy to clarify there is no coverage for liability arising out of employment-related practices. Please read this endorsement carefully.

Servicing Office and Issue Date

Denver Regional Office

ssue Date 02/11/15

Authorized Representative

To report a claim, call your Agent or 1-800-362-0000

DS 70 21 01 08

02/11/15 56502233 N0164373 260 LCAOPPNO INSURED COPY 000724 PAGE 13 OF 2

Common Policy Declarations

Policy Period:

From 02/01/2015 To 02/01/2016

204

12:01 am Standard Time at Insured Mailing Location

Named Insured

UNFORGETTABLE COATINGS INC

Agent

(801) 937-6700

THE BUCKNER COMPANY

SUMMARY OF LOCATIONS

This policy provides coverage for the following under one or more coverage parts. Please refer to the individual Coverage Declarations Schedules, or, the individual Coverage Forms for locations or territory definition for that specific Coverage Part.

0001 3977 W Oquendo Rd Ste G, Las Vegas, NV 89118-3049

0002 770 E Main St Ste 109, Lehi, UT 84043-2293

0003 16834 S Cyan Ct, Phoenix, AZ 85048-3000

POLICY FORMS AND ENDORSEMENTS

This section lists the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE	
CG 00 01 04 13	Commercial General Liability Coverage Form - Occurrence	
CG 01 86 12 04	Utah Changes	
CG 03 00 01 96	Deductible Liability Insurance	
CG 21 06 05 14	Exclusion - Access Or Disclosure Of Confidential Or Personal Information And	
	Data-Related Liability - With Limited Bodily Injury Exception	
CG 21 47 12 07	Employment-Related Practices Exclusion	
CG 21 65 12 04	Total Pollution Exclusion with a Building Heating, Cooling and Dehumidifying	
	Equipment Exception and a Hostile Fire Exception	
CG 21 67 12 04	Fungi or Bacteria Exclusion	
CG 21 70 01 08	Cap on Losses From Certified Acts of Terrorism	
CG 21 76 01 08	Exclusion of Punitive Damages Related to a Certified Act of Terrorism	
CG 21 86 12 04	Exclusion - Exterior Insulation and Finish Systems	
CG 21 88 01 07	Conditional Exclusion of Terrorism Involving Nuclear, Biological or Chemical	
	Terrorism (Relating to Disposition of Federal Terrorism Risk Insurance Act)	

In witness whereof, we have caused this policy to be signed by our authorized officers.

Dexter Legg Secretary

Paul Condrin President

To report a claim, call your Agent or 1-800-362-0000 DS 70 21 01 08

02/11/15 56502233 N0164373 **LCAOPPNO** INSURED COPY 000724 260 PAGE 14 OF

Common Policy Declarations

ade light Number 5

BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Named Insured

UNFORGETTABLE COATINGS INC

Agent

(801) 937-6700

THE BUCKNER COMPANY



This section li

POLICY FORMS AND ENDORSEMENTS - CONTINUED

This section lists all of the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE
CG 21 96 03 05	Silica or Silica-Related Dust Exclusion
CG 22 79 04 13	Exclusion - Contractors - Professional Liability
CG 24 26 04 13	Amendment of Insured Contract Definition
CG 80 08 10 09	Employee Benefits Liability Coverage Form
CG 84 94 12 08	Exclusion - Consolidated Insurance Programs Wrap-Up
CG 84 99 01 12	Non-Cumulation Of Liability Limits Same Occurrence
CG 84 99 08 09	Non-Cumulation Liability Limits Same Occurrence
CG 88 10 04 13	Commercial General Liability Extension
CG 88 76 12 08	Exclusion - Earth Movement - Products/Completed Operations Hazard
CG 88 77 12 08	Medical Expense At Your Request Endorsement
CG 88 86 12 08	Exclusion - Asbestos Liability
CL 01 00 03 99	Common Policy Conditions
CL 01 76 01 05	Amendatory Endorsement - Nevada
CL 06 00 01 08	Certified Terrorism Loss
CL 07 00 10 06	Virus or Bacteria Exclusion
CL 16 50 06 06	Conditional NBC Terrorism Exclusion- Exclusion Conditional Exclusion of
	Terrorism Involving Nuclear, Biological or Chemical Terrorism (Relating to
	Disposition of Federal Terrorism Risk Insurance Act)
CP 00 10 04 02	Building and Personal Property Coverage Form
CP 00 30 04 02	Business Income (and Extra Expense) Coverage Form
CP 00 90 07 88	Commercial Property Conditions
CP 01 27 03 96	Utah Changes
CP 01 40 07 06	Exclusion of Loss Due to Virus or Bacteria
CP 10 30 04 02	Causes of Loss - Special Form
CP 10 32 08 08	Water Exclusion Endorsement
CP 72 97 04 02	Equipment Breakdown Enhancement Endorsement - Special Form
CP 88 04 03 10	Removal Permit
CP 88 10 07 10	Property Extension Plus
IL 00 17 11 98	Common Policy Conditions
IL 00 21 09 08	Nuclear Energy Liability Exclusion Endorsement (Broad Form)
IL 01 10 09 07	Nevada Changes - Concealment, Misrepresentation or Fraud

To report a claim, call your Agent or 1-800-362-0000

Common Policy Declarations

Page 317 of 50

BKA (16) 56 50 22 3

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

POLICY FORMS AND ENDORSEMENTS - CONTINUED

This section lists all of the Forms and Endorsements for your policy. Refer to these documents as needed for detailed information concerning your coverage.

FORM NUMBER	TITLE
IL 01 15 01 10	Nevada Changes - Domestic Partnership
IL 02 51 09 07	Nevada Changes - Cancellation and Nonrenewal
IL 02 58 12 14	Arizona Changes - Cancellation and Non-Renewal
IL 02 66 09 08	Utah Changes - Cancellation and Non-Renewal
IL 09 35 07 02	Exclusion of Certain Computer-Related Losses
IL 09 52 03 08	Cap on Losses From Certified Acts of Terrorism
IL 09 96 01 07	Conditional Exclusion of Terrorism Involving Nuclear, Biological or Chemical
	Terrorism (Relating to Dispostion of Federal Terrorism Risk Insurance Act)
IL 88 15 07 12	Conditional Exclusion of Terrorism - Involving Nuclear, Biological or Chemical
	Terrorism (Relating to Disposition of Federal Terrorism Risk Insurance Act)
IM 20 57 04 04	Amendatory Endorsement - Nevada
IM 70 03 04 04	Contractors' Equipment Coverage - Small Tools
IM 71 00 06 04	Installation Floater Coverage

To report a claim, call your Agent or 1-800-362-0000

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial Property Declarations

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700

Agent

THE BUCKNER COMPANY



SUMMARY OF CHARGES

Explanation of Charges

Named Insured

DESCRIPTION

Property Schedule Totals

Certified Acts of Terrorism Coverage

Total Advance Charges:

Note: This is not a bill

PREMIUM

To report a claim, call your Agent or 1-800-362-0000

PAGE 17 OF 204

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time

Commercial **Property Declarations** Schedule

Named Insured

Agent

UNFORGETTABLE COATINGS INC

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF PROPERTY COVERAGES - BY LOCATION

Insurance at the described premises applies only for coverages for which a limit of insurance is shown. Optional coverages apply only when entries are made in this schedule.

0001 3977 W Oquendo Rd Ste G, Las Vegas, NV 89118-3049

Property

Characteristics

Description:

Construction: Masonry Non-Combustible

Your Business Personal Property Coverage

Occupancy: Painting - Exterior - Buildings or Structures - Three

Stories or Less in Height - Office

Description

Limit of Insurance - Replacement Cost

\$20,000

Coinsurance

80%

Covered Causes of Loss

Special Form - Including Theft

Deductible \$500

Premium

Equipment Breakdown Coverage

204

This Equipment Breakdown insurance applies to the coverages shown for this location. The Equipment Breakdown limit(s) of insurance and deductible are included in, and not in addition to, the limits and deductible shown for the Building, Your Business Personal Property, Your Business Personal Property of Others, Tenants Improvements and Betterments, Business Income and Extra Expense, Business Income Without Extra Expense, and Extra Expense coverages.

Premium

To report a claim, call your Agent or 1-800-362-0000

at Insured Mailing Location

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial **Property Declarations** Schedule

Named Insured

UNFORGETTABLE COATINGS INC

Agent

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF PROPERTY COVERAGES - BY LOCATION

0002 770 E Main St Ste 109, Lehi, UT 84043-2293

Property

Characteristics

Description:

Construction: Non-Combustible

Your Business Personal Property Coverage

Occupancy: Painting - Exterior - Buildings or Structures - Three

Stories or Less in Height - Office

Description

Limit of Insurance - Replacement Cost \$5,300 80%

Coinsurance

Covered Causes of Loss

Special Form - Including Theft

Deductible

Premium

\$500

Business Income and Extra Expense Coverage

Description

Limit of Insurance - Including Rental Value \$250,000 80%

Coinsurance

Covered Causes of Loss

Special Form - Including Theft

Premium

Coverage

Equipment Breakdown

To report a claim, call your Agent or 1-800-362-0000



Commercial **Property Declarations** Schedule

BKA

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Named Insured Agent

UNFORGETTABLE COATINGS INC

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF PROPERTY COVERAGES - BY LOCATION

This Equipment Breakdown insurance applies to the coverages shown for this location. The Equipment Breakdown limit(s) of insurance and deductible are included in, and not in addition to, the limits and deductible shown for the Building, Your Business Personal Property, Your Business Personal Property of Others, Tenants Improvements and Betterments, Business Income and Extra Expense, Business Income Without Extra Expense, and Extra Expense coverages.

Premium



SUMMARY OF OTHER PROPERTY COVERAGES

Property Description Extension Property Extension Plus **Endorsement** Premium

Commercial Property Schedule Total:

To report a claim, call your Agent or 1-800-362-0000

204

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BKA (16) 56 50 22 3

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial Inland Marine

Declarations

Named Insured

UNFORGETTABLE COATINGS INC

INSURANCE

Agent

(801) 937-6700

THE BUCKNER COMPANY



SUMMARY OF CHARGES

Explanation of Charges

DESCRIPTION

PREMIUM

Commercial Inland Marine Schedule Totals

Certified Acts of Terrorism Coverage

Total Advance Charges:

Note: This is not a bill

To report a claim, call your Agent or 1-800-362-0000

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial Inland Marine Declarations Schedule

UNFORGETTABLE COATINGS INC

Named Insured

(801) 937-6700 THE BUCKNER COMPANY

Limit

INSTALLATION FLOATER COVERAGE

Agent

PROPERTY COVERED

(X) Blanket Coverage

Jobsite Limit The most "we" pay for loss to any one "jobsite" is:	\$10,000		
Catastrophe Limit The most "we" pay for loss to any one occurrence is:	\$ <u>10,000</u>		
() Scheduled Locations Coverage			
Loc. No. Location	Limit		
Catastrophe Limit The most "we" pay for loss to any one occurrence is:	\$		
COVERAGE EXTENSIONS			
Additional Debris Removal Expenses	\$5,000		
Emergency Removal	10 days		
Limited Fungus Coverage	\$15,000		
SUPPLEMENTAL COVERAGES			
Contract Penalty	\$5,000		
Pollutant Cleanup and Removal	\$10,000		
Sewer Backup Coverage	\$5,000		
Storage Locations	\$5,000		
Testing	\$5,000		
Transit	\$5,000		

To report a claim, call your Agent or 1-800-362-0000

IM 71 05 04 04

204

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INSURED COPY 02/11/15 56502233 N0164373 LCAOPPN0 000724 260 PAGE 22 OF 204

BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial Inland Marine Declarations Schedule

Named Insured

INSURANCE

UNFORGETTABLE COATINGS INC

(801) 937-6700 THE BUCKNER COMPANY

Agent



SUPPLEMENTAL COVERAGES (cont)	
Earthquake Coverage	
(X) Coverage Not Provided	
() Coverage Provided, as described below:	
Earthquake Limit The most "we" pay for loss to any one building or structure is:	\$
Earthquake Catastrophe Limit The most "we" pay for loss in any one occurrence is: Flood Coverage	\$
(X) Coverage Not Provided	
() Coverage Provided, as described below:	
Flood Limit The most "we" pay for loss to any one building or structure is:	\$
Flood Catastrophe Limit The most "we" pay for loss in any one occurrence is:	\$
DEDUCTIBLE	
Deductible Amount	\$500
	Deductible Amount
() Earthquake Coverage	\$
() Flood Coverage	\$
() Sewer Backup Coverage	\$
COINSURANCE	
() Not Applicable	
() 80% () 90% (X) 100% () Oth	ner%

To report a claim, call your Agent or 1-800-362-0000

IM 71 05 04 04

02/11/15 56502233 N0164373 260 LCAOPPNO INSURED COPY 000724 PAGE 23 OF 204

AAIS IM 7008 01 12 Page 1 of 1 BKA (16) 56 50 22 33

SCHEDULE OF COVERAGES CONTRACTORS' EQUIPMENT SMALL TOOLS FLOATER

(The entries required to complete this schedule will be shown below or on the "schedule of coverages".)

		"Lir	nit"
Your Tools Limit The most "we" p for loss to any one "tool" "you" own	•	\$	2,500
Check if applicable:			
[] Employee Tool Limit The most pay for loss to any one employee		\$	
[x] Leased/Rented Tool Limit The "we" pay for loss to any one "to lease or rent is:		\$	2,500
Catastrophe Limit The most "we" to all tools in any one occurrence is:	pay for loss	\$	70,000
VALUATION Actual Cash Value			
DEDUCTIBLE			
Deductible Amount	\$	1,000	

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ADDITIONAL INFORMATION

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Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Declarations

Basis: Occurrence

Named Insured

Agent

UNFORGETTABLE COATINGS INC

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF LIMITS AND CHARGES

Commercial
General
Liability
Limits of
Insurance

DESCRIPTION	LIMIT
Each Occurrence Limit	1,000,000
Damage To Premises Rented To You Limit (Any One Premises)	300,000
Medical Expense Limit (Any One Person)	15,000
Personal and Advertising Injury Limit	1,000,000
General Aggregate Limit (Other than Products - Completed Operations)	2,000,000
Products - Completed Operations Aggregate Limit	2,000,000

Explanation of Charges

DESCRIPTION General Liability Schedule Totals Certified Acts of Terrorism Coverage

Total Advance Charges:

Note: This is not a bill

PREMIUM

To report a claim, call your Agent or 1-800-362-0000

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02/11/15

56502233

N0164373

260

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000724

PAGE 25 OF 204

BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Declarations Schedule

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION

0003 16834 S Cyan Ct, Phoenix, AZ85048-3000

Insured: UNFORGETTABLE COATINGS INC

CLASSIFICATION - 98305

Painting - Interior - Buildings Or Structures

COVERAGE DESCRIPTION	PREMIUM BASED ON - Executive Officers	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Payroll - if any	6.995	
	Total:		
Products/Completed Operations		4.300	
	Total:		

CLASSIFICATION - 98305

Painting - Interior - Buildings Or Structures

COVERAGE DESCRIPTION	PREMIUM BASED ON - Employees Payroll	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Payroll - if any	6.995	
	Total:		
Products/Completed Operations		4.300	

Total:

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial **General Liability Declarations Schedule**

Named Insured

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700

Agent

THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION

CLASSIFICATION - 91581

Contractors - Subcontracted Work - In Connection With Construction, Reconstruction, Erection or Repair -Not Buildings

COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Total Cost - if any	4.926	
	To	otal:	
Products/Completed Operations		3.731	
	Te	otal:	

CLASSIFICATION - 91585

Contractors - Subcontracted Work - In Connection With Construction, Reconstruction, Repair or Erection Of **Buildings NOC**

COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Total Cost - if any	3.081	
	To	otal:	
Products/Completed Operations		1.730	
	T	-4I.	

Total:

To report a claim, call your Agent or 1-800-362-0000

02/11/15

56502233

N0164373

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BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Declarations Schedule

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

CLASSIFICATION - 98304

Painting - Exterior - Buildings Or Structures - Three

Stories Or Less In Height NOC

COVERAGE DESCRIPTION	PREMIUM BASED ON - Executive Officers	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Payroll - if any	12.935	
	Total:		
Products/Completed Operations		6.504	
	Total:		
CI ASSIFICATION - 98304			

Painting - Exterior - Buildings Or Structures - Three

Stories Or Less In Height NOC

COVERAGE DESCRIPTION	PREMIUM BASED ON - Employees Payroll	RATED / PER 1,000	PREMIUM
Premise/Operations	24,000 Dollars Of Payroll	12.935	
	Total:		
Products/Completed Operations		6.504	
	Total:		

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Declarations Schedule

Named Insured

UNFORGETTABLE COATINGS INC

INSURANCE

Agent (801) 937-6700

THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

0001 3977 W Oquendo Rd Ste G, Las Vegas, NV 89118-3049

Insured: UNFORGETTABLE COATINGS INC

CLASSIFICATION - 98304

Painting - Exterior - Buildings Or Structures - Three

Stories Or Less In Height NOC

COVERAGE DESCRIPTION	PREMIUM BASED ON - Executive Officers	RATED / PER 1,000	PREMIUM
Premise/Operations	29,300 Dollars Of Payroll	17.710	
	Total:		-
Products/Completed Operations		8.770	
	Total:		

CLASSIFICATION - 98304

Painting - Exterior - Buildings Or Structures - Three

Stories Or Less In Height NOC

COVERAGE DESCRIPTION	PREMIUM BASED ON - Employees Payroll	RATED / PER 1,000	PREMIUM
Premise/Operations	970,700 Dollars Of Payroll	17.710	
	Total:		
Products/Completed Operations		8.770	
	Total:		

To report a claim, call your Agent or 1-800-362-0000

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Policy Period:

From 02/01/2015 To 02/01/2016 12:01 am Standard Time at Insured Mailing Location

Commercial **General Liability Declarations Schedule**

Named Insured Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

CLASSIFICATION - 91581

Contractors - Subcontracted Work - In Connection With Construction, Reconstruction, Erection or Repair -Not Buildings

COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Total Cost - if any	4.680	
	To	otal:	
Products/Completed Operations		3.544	
	To	otal:	

CLASSIFICATION - 91585

Contractors - Subcontracted Work - In Connection With Construction, Reconstruction, Repair or Erection Of **Buildings NOC**

COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Total Cost - if any	2.927	
	To	otal:	
Products/Completed Operations		1.643	
	To	otal:	

To report a claim, call your Agent or 1-800-362-0000

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N0164373

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BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial **General Liability Declarations Schedule**

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

CLASSIFICATION - 98305

Painting - Interior - Buildings Or Structures

COVERAGE DESCRIPTION	PREMIUM BASED ON - Executive Officers	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Payroll - if any	9.817	
	Total:		
Products/Completed Operations		5.919	
	Total:		
CLASSIFICATION - 98305			

Painting - Interior - Buildings Or Structures

9.817	
5.919	
	5.919

Total:

BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial General Liability Declarations Schedule

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

0002 770 E Main St Ste 109, Lehi, UT 84043-2293

Insured: UNFORGETTABLE COATINGS INC

CLASSIFICATION - 98305

Painting - Interior - Buildings Or Structures

COVERAGE DESCRIPTION	PREMIUM BASED ON - Executive Officers	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Payroll - if any	7.446	
	Total:		
Products/Completed Operations		3.482	
	Total:		

CLASSIFICATION - 98305

Painting - Interior - Buildings Or Structures

COVERAGE DESCRIPTION	PREMIUM BASED ON - Employees Payroll	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Payroll - if any	7.446	
	Total:		
Products/Completed Operations		3.482	
	Total:		

BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Commercial **General Liability Declarations Schedule**

Named Insured

Agent

UNFORGETTABLE COATINGS INC

INSURANCE

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - BY LOCATION - continued

CLASSIFICATION - 98304

Painting - Exterior - Buildings Or Structures - Three

Stories Or Less In Height NOC

Stories Or Less In Height NOC

COVERAGE DESCRIPTION	PREMIUM BASED ON - Executive Officers	RATED / PER 1,000	PREMIUM
Premise/Operations	Dollars Of Payroll - if any	12.411	
	Total:		
Products/Completed Operations		6.567	
	Total:		
CLASSIFICATION - 98304 Painting - Exterior - Buildings Or Str	nictures - Three		

COVERAGE DESCRIPTION	PREMIUM BASED ON - Employees Payroll	RATED / PER 1,000	PREMIUI
Premise/Operations	500,000 Dollars Of Payroll	12.411	
	Total:		
Products/Completed Operations		6.567	
	Total:		

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Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Employee Benefits Liability Declarations

Basis: Claims Made

This insurance does not apply to any negligent act, error, or omission that occurs before the retroactive date 02/01/2015, if any shown. Read your coverage form carefully.



Named Insured

UNFORGETTABLE COATINGS INC

Agent

(801) 937-6700

THE BUCKNER COMPANY

SUMMARY OF LIMITS AND CHARGES

Employees Benefits Liability **Limits of** Insurance

DESCRIPTION

Each Employee Limit

Aggregate Limit

This Coverage is subject to a \$1,000. per claim deductible

Explanation of Charges

DESCRIPTION

Employee Benefits

Certified Acts of Terrorism Coverage

Total Advance Charges:

PREMIUM

1,000,000

1,000,000

LIMIT

Note: This is not a bill

Declarations

Schedule

Employee Benefits Liability

Agent

BKA (16) 56 50 22 33

Policy Period:

From 02/01/2015 To 02/01/2016

12:01 am Standard Time at Insured Mailing Location

Named Insured

UNFORGETTABLE COATINGS INC

(801) 937-6700 THE BUCKNER COMPANY

SUMMARY OF CLASSIFICATIONS - continued

Insured: UNFORGETTABLE COATINGS INC

CLASSIFICATION - 73124

INSURANCE

Employee Benefits Liability - Claims Made

COVERAGE DESCRIPTION	PREMIUM BASED ON -	RATED / PER Each	PREMIUN
Employee Benefits Liability Minimum Premium Adjustment	100 Employee(s)	.367	
		Total:	
oyee Benefits Liability Schedule Tot	al		

To report a claim, call your Agent or 1-800-362-0000

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COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section ${\bf V}$ - Definitions.

SECTION I - COVERAGES

COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

- becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:
 - (1) The amount we will pay for damages is limited as described in Section III Limits Of Insurance; and
 - (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

- **b.** This insurance applies to "bodily injury" and "property damage" only if:
 - (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";
 - (2) The "bodily injury" or "property damage" occurs during the policy period; and
 - (3) Prior to the policy period, no insured listed under Paragraph 1. of Section II - Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property age" during or after the policy period will be deemed to have been known prior to the policy period.
- c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.
- d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:
 - (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
 - (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or



e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract": and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - **(b)** Performing duties related to the conduct of the insured's business; or

of 204

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
 - (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or

- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible; or
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, subparagraph does not apply to:
 - "Bodily injury" or "property (i) damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic mechanical functions necessary for the operation of "mobile equipment" its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, persed or released as part of



- (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
- (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
- (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - **(b)** Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
- (5) "Bodily injury" or "property damage" arising out of:
 - (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
 - (b) The operation of any of the machinery or equipment listed in Paragraph f.(2) or f.(3) of the definition of "mobile equipment".

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- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;
- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or

(6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III - Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph **(6)** of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

I. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.



n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law:
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions **c.** through **n.** do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section **III** - Limits Of Insurance.

COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:
 - (1) The amount we will pay for damages is limited as described in Section III Limits Of Insurance; and
 - (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments - Coverages A and B.

b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

of 5 This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods - Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a.**, **b.** and **c.** of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.



n. Pollution-related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

(4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

COVERAGE C - MEDICAL PAYMENTS

1. Insuring Agreement

- a. We will pay medical expenses as described below for "bodily injury" caused by an accident:
 - (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - **(3)** Because of your operations; provided that:
 - (a) The accident takes place in the "coverage territory" and during the policy period;
 - (b) The expenses are incurred and reported to us within one year of the date of the accident; and
 - (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.
- b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:
 - (1) First aid administered at the time of an accident;
 - (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
 - (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

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c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletics contests.

- f. Products-Completed Operations Hazard Included within the "products-completed operations hazard".
- g. Coverage A ExclusionsExcluded under Coverage A.

SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

- We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:
 - a. All expenses we incur.
 - b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
 - c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
 - d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
 - e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
 - f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - **b.** This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
 - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - **f.** The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and

- (a) Obtain records and other information related to the "suit"; and
- **(b)** Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph 2.b.(2) of Section I - Coverage A - Bodily Injury And Property Damage Liability, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph f. above, are no longer met.

SECTION II - WHO IS AN INSURED

- 1. If you are designated in the Declarations as:
 - **a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

- **e.** A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.
- 2. Each of the following is also an insured:
 - a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
 - (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co- "employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
 - (2) "Property damage" to property:
 - (a) Owned, occupied or used by;
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by;

you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).

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- b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
- c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
- d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- 3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage A does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage B does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

- The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds:

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- b. Claims made or "suits" brought; or
- **c.** Persons or organizations making claims or bringing "suits".
- The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage C;

- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
- c. Damages under Coverage B.
- 3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage A for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
- 4. Subject to Paragraph 2. above, the Personal And Advertising Injury Limit is the most we will pay under Coverage B for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
- 5. Subject to Paragraph 2. or 3. above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage A; and
 - **b.** Medical expenses under Coverage **C** because of all "bodily injury" and "property damage" arising out of any one "occurrence".
- 6. Subject to Paragraph 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage A for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
- 7. Subject to Paragraph 5. above, the Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by any one person

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and
 - (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received: and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the claim or "suit" as soon as practicable.

- You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information:
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

Legal Action Against Us

No person or organization has a right under this Coverage Part:

- To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages A or B of this Coverage Part, our obligations are limited as follows:

Primary Insurance

This insurance is primary except when Paragraph b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph c. below.

Excess Insurance

- (1) This insurance is excess over:
 - (a) Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner:
 - (iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or
 - (iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion q. of Section I -Coverage A - Bodily Injury And Property Damage Liability.

- (b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.
- (2) When this insurance is excess, we will have no duty under Coverages A or B to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.
- (3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - **(b)** The total of all deductible and self-insured amounts under all that other insurance.
- (4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.
- c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

- The statements in the Declarations are accurate and complete;
- Those statements are based upon representations you made to us; and
- **c.** We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- As if each Named Insured were the only Named Insured; and
- **b.** Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

- 1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - **a.** Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
- 2. "Auto" means:
 - A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.
 - However "auto" does not include "mobile equipment".
- "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
- 4. "Coverage territory" means:
 - The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or

- (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;
- provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.
- "Employee" includes a "leased worker"."Employee" does not include a "temporary worker".
- **6.** "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
- "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
- 8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous: or
 - **b.** You have failed to fulfill the terms of a contract or agreement;
 - if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.
- 9. "Insured contract" means:
 - a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
 - b. A sidetrack agreement;
 - c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
 - d. An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
 - e. An elevator maintenance agreement;

f. That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.
- 10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- **11.** "Loading or unloading" means the handling of property:
 - After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";

- **b.** While it is in or on an aircraft, watercraft or "auto"; or
- c. While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

- **12.** "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:
 - a. Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
 - Vehicles maintained for use solely on or next to premises you own or rent;
 - c. Vehicles that travel on crawler treads;
 - d. Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1) Power cranes, shovels, loaders, diggers or drills; or
 - (2) Road construction or resurfacing equipment such as graders, scrapers or rollers;
 - e. Vehicles not described in Paragraph a., b., c. or d. above that are not selfpropelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2) Cherry pickers and similar devices used to raise or lower workers;
 - f. Vehicles not described in Paragraph a.,
 b., c. or d. above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - **(b)** Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;

- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

- 13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
- 14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - False arrest, detention or imprisonment; a.
 - b. Malicious prosecution;
 - The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or
 - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - The use of another's advertising idea in your "advertisement";
 - Infringing upon another's copyright, trade dress or slogan in your "advertisement".
- **15.** "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

- **16.** "Products-completed operations hazard":
 - Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:
 - (1) Products that are still in your physical possession; or
 - (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor subcontractor or working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
 - (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.
- 17. "Property damage" means:
 - Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or

b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage", or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:
 - An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - **b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- 19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.
- 20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

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21. "Your product":

- a. Means:
 - (1) Any goods or products, other than real property, manufactured, sold. handled, distributed or disposed of by:
 - (a) You;
 - (b) Others trading under your name;
 - (c) A person or organization whose business or assets you have acquired; and
 - (2) Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

Includes:

- (1) Warranties or representations made at any time with respect to the fitdurability, ness, quality, performance or use of "your product"; and
- (2) The providing of or failure to provide warnings or instructions.
- Does not include vending machines or C. other property rented to or located for the use of others but not sold.

22. "Your work":

- a. Means:
 - (1) Work or operations performed by you or on your behalf; and
 - (2) Materials, parts or equipment furnished in connection with such work or operations.

Includes:

- (1) Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2) The providing of or failure to provide warnings or instructions.

UTAH CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. Any Condition titled:

Duties in the Event of An Electronic Data Incident

Duties in the Event of Occurrence, Offense, Claim or Suit

Duties in the Event of Occurrence, Claim or Suit

Duties in the Event of Injury, Claim or Suit

Duties in the Event of A Pollution Incident, Claim or Suit

Duties in the Event of A Claim Or Suit Or A Defect Or Product Withdrawal

Insured's Duties in the Event of a Loss

Duties in the Event of An Underground Storage Tank Incident

requiring notice to us is amended to include:

"Notice to our authorized representative is notice to us."

B. The Legal Action Against Us Condition does not apply.

OLIOT NOMBLIK.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DEDUCTIBLE LIABILITY INSURANCE

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Coverage	Amount and Basis of PER CLAIM or	of Deductible PER OCCURRENCE
Bodily Injury Liability	\$	\$
OR		
Property Damage Liability	\$	\$ 500
OR		
Bodily Injury Liability and/or Property Damage Liability Combined	\$	\$

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

APPLICATION OF ENDORSEMENT (Enter below any limitations on the application of this endorsement. If no limitation is entered, the deductibles apply to damages for all "bodily injury" and "property damage", however caused):

This deductible also applies on a per claim basis to damages caused by overspray from spray painting operations.

- **A.** Our obligation under the Bodily Injury Liability and Property Damage Liability Coverages to pay damages on your behalf applies only to the amount of damages in excess of any deductible amounts stated in the Schedule above as applicable to such coverages.
- **B.** You may select a deductible amount on either a per claim or a per "occurrence" basis. Your selected deductible applies to the coverage option and to the basis of the deductible indicated by the placement of the deductible amount in the Schedule above. The deductible amount stated in the Schedule above applies as follows:
 - 1. PER CLAIM BASIS. If the deductible amount indicated in the Schedule above is on a per claim basis, that deductible applies as follows:
 - **a.** Under Bodily Injury Liability Coverage, to all damages sustained by any one person because of "bodily injury";
 - **b.** Under Property Damage Liability Coverage, to all damages sustained by any one person because of "property damage"; or
 - **c.** Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages sustained by any one person because of:
 - (1) "Bodily injury";
 - (2) "Property damage"; or
 - (3) "Bodily injury" and "property damage" combined



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as the result of any one "occurrence".

If damages are claimed for care, loss of services or death resulting at any time from "bodily injury", a separate deductible amount will be applied to each person making a claim for such damages. With respect to "property damage", person includes an organization.

- 2. PER OCCURRENCE BASIS. If the deductible amount indicated in the Schedule above is on a "per occurrence" basis, that deductible amount applies as follows:
 - a. Under Bodily Injury Liability Coverage, to all damages because of "bodily injury";
 - b. Under Property Damage Liability Coverage, to all damages because of "property damage"; or
 - **c.** Under Bodily Injury Liability and/or Property Damage Liability Coverage Combined, to all damages because of:
 - (1) "Bodily injury";
 - (2) "Property damage"; or
 - (3) "Bodily injury" and "property damage" combined

as the result of any one "occurrence", regardless of the number of persons or organizations who sustain damages because of that "occurrence".

- C. The terms of this insurance, including those with respect to:
 - 1. Our right and duty to defend the insured against any "suits" seeking those damages; and
 - **2.** Your duties in the event of an "occurrence," claim, or "suit" apply irrespective of the application of the deductible amount.
- **D.** We may pay any part or all of the deductible amount to effect settlement of any claim or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

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EXCLUSION - ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY - WITH LIMITED BODILY INJURY EXCEPTION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Exclusion 2.p. of Section I Coverage A Bodily Injury And Property Damage Liability is replaced by the following:
 - 2. Exclusions

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This insurance does not apply to:

p. Access Or Disclosure Of Confidential Or Personal Information And Data-related Liability

Damages arising out of:

- (1) Any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information; or
- (2) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of that which is described in Paragraph (1) or (2) above.

However, unless Paragraph (1) above applies, this exclusion does not apply to damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

- B. The following is added to Paragraph 2. Exclusions of Section I Coverage B Personal And Advertising Injury Liability:
 - 2. Exclusions

This insurance does not apply to:

Access Or Disclosure Of Confidential Or Personal Information

"Personal and advertising injury" arising out of any access to or disclosure of any person's or organization's confidential or personal information, including patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information or any other type of nonpublic information.

This exclusion applies even if damages are claimed for notification costs, credit monitoring expenses, forensic expenses, public relations expenses or any other loss, cost or expense incurred by you or others arising out of any access to or disclosure of any person's or organization's confidential or personal information.



EMPLOYMENT - RELATED PRACTICES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability:

This insurance does not apply to:

"Bodily injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - **(b)** Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "bodily injury" to that person at whom any of the employment-related practices described in Paragraphs (a), (b), or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

B. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:

This insurance does not apply to:
"Personal and advertising injury" to:

- (1) A person arising out of any:
 - (a) Refusal to employ that person;
 - **(b)** Termination of that person's employment; or
 - (c) Employment-related practices, policies, acts or omissions, such as coercion, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination or malicious prosecution directed at that person; or
- (2) The spouse, child, parent, brother or sister of that person as a consequence of "personal and advertising injury" to that person at whom any of the employment-related practices described in paragraphs (a), (b) or (c) above is directed.

This exclusion applies:

- (1) Whether the injury-causing event described in Paragraphs (a), (b) or (c) above occurs before employment, during employment or after employment of that person;
- (2) Whether the insured may be liable as an employer or in any other capacity; and
- (3) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

TOTAL POLLUTION EXCLUSION WITH A BUILDING HEATING, COOLING AND DEHUMIDIFYING EQUIPMENT EXCEPTION AND A HOSTILE FIRE EXCEPTION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Exclusion f. under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability is replaced by the following:

This insurance does not apply to:

f. Pollution

(1) "Bodily injury" or "property damage" which would not have occurred in whole or part but for the actual, alleged or threatened discharge, dispersal, seepage,, migration, release or escape of "pollutants" at any time.

This exclusion does not apply to:

- (a) "Bodily injury" if sustained within a building which is or was at any time owned or occupied by, or rented or loaned to, any insured and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guest; or
- (b) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire" unless that "hostile fire" occurred or originated:
 - (i) At any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste; or

- (ii) At any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations to test for, monitor, clean up, remove, contain, treat, detoxify, neutralize or in any way respond to, or assess the effects of, "pollutants".
- (2) Any loss, cost or expense arising out of any:
 - (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants"; or
 - (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2.
 Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability:

2., Exclusions

This insurance does not apply to:

Fungi or Bacteria

- a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.

This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.

B. The following exclusion is added to Paragraph 2.
 Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Fungi or Bacteria

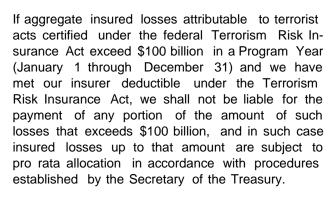
- a. "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
- b. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.
- **C.** The following definition is added to the **Definitions** Section:

"Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or by-products produced or released by fungi.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY



"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

- The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
- The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.



EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

A. The following exclusion is added:

This insurance does not apply to:

TERRORISM PUNITIVE DAMAGES

Damages arising, directly or indirectly, out of a "certified act of terrorism" that are awarded as punitive damages.

- B. The following definition is added:
 - "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
 - The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and

2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

EXCLUSION - EXTERIOR INSULATION AND FINISH SYSTEMS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of, caused by, or attributable to, whether in whole or in part, the following:
 - 1. The design, manufacture, construction, fabrication, preparation, distribution and sale, installation, application, maintenance or repair, including remodeling, service, correction or replacement, of any "exterior insulation and finish system" or any part thereof, or any substantially similar system or any part thereof, including the application or use of conditioners, primers, accessories, flashings, coatings, caulking or sealants in connection with such a system; or
 - 2. "Your product" or "your work" with respect to any exterior component, fixture or feature of any structure if an "exterior insulation and finish system", or any substantially similar system, is used on the part of that structure containing that component, fixture or feature.

- **B.** The following definition is added to the **Definitions** Section:
 - "Exterior insulation and finish system" means a non-load bearing exterior cladding or finish system, and all component parts therein, used on any part of any structure, and consisting of:
 - A rigid or semi-rigid insulation board made of expanded polystyrene and other materials;
 - 2. The adhesive and/or mechanical fasteners used to attach the insulation board to the substrate:
 - 3. A reinforced or unreinforced base coat:
 - **4.** A finish coat providing surface texture to which color may be added; and
 - **5.** Any flashing, caulking or sealant used with the system for any purpose.



CONDITIONAL EXCLUSION OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

- A. Applicability Of The Provisions Of This Endorsement
 - The provisions of this endorsement become applicable commencing on the date when any one or more of the following first occurs. But if your policy (meaning the policy period in which this endorsement applies) begins after such date, then the provisions of this endorsement become applicable on the date your policy begins.
 - a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act, has terminated with respect to the type of insurance provided under this Coverage Part or Policy; or
 - b. A renewal, extension or replacement of the Program has become effective without a requirement to make terrorism coverage available to you and with revisions that:
 - (1) Increase our statutory percentage deductible under the Program for terrorism losses. (That deductible determines the amount of all certified terrorism losses we must pay in a calendar year, before the federal government shares in subsequent payment of certified terrorism losses.); or

- (2) Decrease the federal government's statutory percentage share in potential terrorism losses above such deductible;
- (3) Redefine terrorism or make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other types of events or occurrences under this policy.
- 2. If the provisions of this endorsement become applicable, such provisions:
 - Supersede any terrorism endorsement already endorsed to this policy that addresses "certified acts of terrorism" and/or "other acts of terrorism", but only with respect to an incident(s) of terrorism (however defined) which results in injury or damage that occurs on or after the date when the provisions of this endorsement become applicable (for claims made policies, such an endorsement is superseded only with respect to an incident of terrorism (however defined) that results in a claim for injury or damage first being made on or after the date when the provisions of this endorsement become applicable); and

- b. Remain applicable unless we notify you of changes in these provisions, in response to federal law.
- 3. If the provisions of this endorsement do NOT become applicable, any terrorism endorsement already endorsed to this policy, that addresses "certified acts of terrorism" and/or "other acts of terrorism", will continue in effect unless we notify you of changes to that endorsement in response to federal law.
- B. The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury or damage, are enclosed in quotation marks:
 - **1.** "Terrorism" means activities against persons, organizations or property of any nature:
 - a. That involve the following or preparation for the following:
 - (1) Use or threat of force or violence; or
 - (2) Commission or threat of a dangerous act; or
 - (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
 - **b.** When one or both of the following applies:
 - (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.
 - 2. "Any injury or damage" means any injury or damage covered under any Coverage Part or Policy to which this endorsement is applicable, and includes but is not limited to "bodily injury", "property damage", "personal and advertising injury", "injury" or "environmental damage" as may be defined in any applicable Coverage Part or Policy.

C. The following exclusion is added:

EXCLUSION OF TERRORISM

We will not pay for "any injury or damage" caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". "Any injury or damage" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage. But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":

- The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
- Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
- The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- 4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials.

In the event of any incident of "terrorism" that is not subject to this Exclusion, coverage does not apply to "any injury or damage" that is otherwise excluded under this Coverage Part or Policy.

SILICA OR SILICA-RELATED DUST EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage
 A - Bodily Injury And Property Damage Liability:

2. Exclusions

This insurance does not apply to:

Silica Or Silica-Related Dust

- a. "Bodily injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, or ingestion of, "silica" or "silica-related dust".
- b. "Property damage" arising, in whole or in part, out of the actual, alleged, threatened or suspected contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- c. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.

B. The following exclusion is added to Paragraph 2., Exclusions of Section I - Coverage
 B - Personal And Advertising Injury Liability:

2. Exclusions

This insurance does not apply to:

Silica Or Silica-Related Dust

- a. "Personal and advertising injury" arising, in whole or in part, out of the actual, alleged, threatened or suspected inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, "silica" or "silica-related dust".
- b. Any loss, cost or expense arising, in whole or in part, out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to or assessing the effects of, "silica" or "silica-related dust", by any insured or by any other person or entity.
- C. The following definitions are added to the Definitions Section:
 - "Silica" means silicon dioxide (occurring in crystalline, amorphous and impure forms), silica particles, silica dust or silica compounds.
 - "Silica-related dust" means a mixture or combination of silica and other dust or particles.

EXCLUSION - CONTRACTORS - PROFESSIONAL LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability and Paragraph 2. Exclusions of Section I - Coverage B - Personal And Advertising Injury Liability:

- 1. This insurance does not apply to "bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of or failure to render any professional services by you or on your behalf, but only with respect to either or both of the following operations:
 - Providing engineering, architectural or surveying services to others in your capacity as an engineer, architect or surveyor; and
 - b. Providing, or hiring independent professionals to provide, engineering, architectural or surveying services in connection with construction work you perform.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or failure to render any professional services by you or on your behalf with respect to the operations described above.

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- 2. Subject to Paragraph 3. below, professional services include:
 - a. Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders, or drawings and specifications; and
 - **b.** Supervisory or inspection activities performed as part of any related architectural or engineering activities.
- **3.** Professional services do not include services within construction means, methods, techniques, sequences and procedures employed by you in connection with your operations in your capacity as a construction contractor.



AMENDMENT OF INSURED CONTRACT DEFINITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The definition of "insured contract" in the **Definitions** section is replaced by the following:

"Insured contract" means:

- a. A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- **b.** A sidetrack agreement;
- c. Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- **d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e. An elevator maintenance agreement;
- That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization, provided the "bodily injury" or "property damage" is caused, in whole or in part, by you or by those acting on your behalf. However, such part of a contract or agreement shall only be considered an "insured contract" to the extent your assumption of the tort liability is permitted by law. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1) That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2) That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a) Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b) Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3) Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in (2) above and supervisory, inspection, architectural or engineering activities.

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EMPLOYEE BENEFITS LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a named insured under this policy. The words "we," "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II - Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section VII - Definitions.

SECTION I - COVERAGE

EMPLOYEE BENEFITS LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of any negligent act, error or omission of the insured, or of any other person for whose acts the insured is legally liable, to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages to which this insurance does not apply. We may, at our discretion, investigate any report of a negligent act, error or omission and settle any "claim" or "suit" that may result. But:
 - (1) The amount we will pay for damages is limited as described in Section III Limits of Insurance; and
 - (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under this Coverage Part.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under **3.** Supplementary Payments.

- b. This insurance applies to damages only if:
 - (1) The negligent act, error or omission is committed in the "administration" of your "employee benefit program";
 - (2) The negligent act, error or omission did not occur before the Retroactive Date, if any, shown in the Declarations nor after the end of the policy period; and
 - (3) A "claim" for damages because of a negligent act, error or omission is first made against any insured, in accordance with Paragraph c. below, during the policy period or any Extended Reporting Period we provide under Section VI Extended Reporting Periods.
- **c.** A "claim" by a person or organization seeking damages will be deemed to have been made at the earlier of the following times:
 - (1) When notice of such "claims" is received and recorded by any insured or by us, whichever comes first; or
 - (2) When we made settlement in accordance with Paragraph 1.a. above.
- **d.** All "claims" for damages because of any negligent act, error or omission causing loss to a given "employee", including damages claimed by such "employee's" dependents and beneficiaries, will be deemed to have been made at the time the first of those "claims" is made against any insured.



This insurance does not apply to:

- a. Damages arising out of any dishonest, fraudulent, criminal or malicious act committed by any insured:
- b. "Bodily injury", "property damage" or "personal and advertising injury";
- **c.** Any "claim" for failure of performance of contract or negligence by any insurer or health maintenance organization, including financial failure or insolvency of an "employee benefit program";
- **d.** Any "claim" based on your failure to comply with the mandatory provision of any law concerning workers compensation, unemployment insurance, social security or disability benefits;
- **e.** Any "claim" based on failure of stock, other investment, savings or insurance plans to perform as represented by any insured;
- f. Any "claim" based on advice given by any insured to participate or not to participate in stock subscription plans other investment, savings or insurance plans;
- **g.** Damages for which any insured is liable because of liability imposed on a fiduciary by the Employee Retirement Income Security Act of 1974 (ERISA) as now or hereafter amended;
- **h.** Loss arising out of an insufficiency of funds to meet any obligations under any plan included in the "employee benefit program";
- i. Any "claim" for benefits to the extent that such benefits are available with reasonable effort and cooperation of the insured, from the applicable funds accrued or other collectible insurance; or
- j. Any "claim" alleging discrimination.

3. Supplementary Payments

We will pay, with respect to any "claim" we investigate or settle or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- **c.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the "claim" or "suit" including actual loss of earnings up to \$250 a day because of time off from work.
- **d.** All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- **e.** Pre-judgement interest awarded against the insured on that part of the judgement we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any pre-judgement interest based on that period of time after the offer.
- f. All interest on the full amount of any judgement that accrues after entry of the judgement and before we have paid, offered to pay, or deposited in court the part of the judgement that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

SECTION II - WHO IS AN INSURED

- 1. If you are designated in the Declarations as:
 - **a.** An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - **b.** A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - **c.** A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insured, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.

- a. Your "employees" authorized to administer your "employee benefit program."
- **b.** Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
- 3. Any organization you newly acquire or form, other than a partnership, joint venture, or limited liability company and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - **a.** Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier; and
 - **b.** Coverage does not apply to any negligent act, error or omission that occurred before you acquired or formed the organization.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III - LIMITS OF INSURANCE

- 1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds:
 - b. "Claims" made or "suits" brought;
 - c. Persons or organizations making "claims" or bringing "suits";
 - d. Negligent acts, error or omissions which result in loss; or
 - e. Benefits included in your "employee benefit program."
- 2. The Aggregate Limit is the most we will pay for the sum of all damages because of negligent acts, errors or omission committed in the "administration" of your "employee benefit program".
- 3. Subject to 2. above the Each Employee Limit is the most we will pay for all damages sustained by any one "employee", including damages sustained by such "employee's" dependents and beneficiaries, as a result of:
 - a. A negligent act, error or omission; or
 - A series of negligent acts, errors or omissions

committed in the "administration" of your "employee benefit program".

However, the amount paid under this coverage part shall not exceed, and will be subject to the limits and restrictions that apply to the payment of benefits in any plan included in the "employee" benefit program".

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV - DEDUCTIBLE

- 1. Our obligation to pay damages on your behalf applies only to the amount of damages in excess of any deductible amount stated in the Declarations.
- The Limits of Insurance applicable to each claim for such coverage will be reduced by the amount of such deductible. However, the Aggregate Limit will not be reduced by the application of the deductible amount.



- a. Our right and duty to defend the insured against any "suits" seeking those damages; and
- **b.** Your duties in the event of negligent act, error or omission, "claim" or "suit" apply irrespective of the application of the deductible amount.
- **4.** We may pay any part or all of the deductible amount to effect settlement of any "claim" or "suit" and, upon notification of the action taken, you shall promptly reimburse us for such part of the deductible amount as has been paid by us.

SECTION V - CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of A Negligent Act, Error or Omission, Claim Or Suit

- **a.** You must see to it that we are notified as soon as practicable of any negligent act, error or omission which may result in a "claim". To the extent possible, notice should include:
 - (1) What the negligent act, error, or omission was and when it occurred; and
 - (2) The names and addresses of anyone who may suffer damages as a result of the negligent act, error or omission.
- b. If a "claim" is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the "claim" and the date received; and
 - (2) Notify us as soon as practicable.

You must see to it that we receive written notice of the "claim" as soon as practicable.

- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "claim" or a "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation, settlement or defense of the "claim" or a "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of a negligent act error or omission to which this insurance may also apply.
- d. No insureds will, except at their own cost, voluntarily make a payment, assume any obligation, or incur any expense without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgement against an insured obtained after an actual trial; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under this Coverage Part, our obligations are limited as follows:

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a. Primary Insurance

This insurance is primary except when b. below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in **c.** below.

b. Excess Insurance

This insurance is excess over any of the other insurance, whether primary, excess, contingent or on any other basis that is effective prior to the beginning of the policy period shown in the Declarations of this insurance and applies to negligent acts, errors or omissions on other than a claims-made basis, if:

- (1) No Retroactive Date is shown in the Declarations of this insurance; or
- (2) The other insurance has a policy period which continues after the Retroactive Date shown in the Declarations of this insurance;

When this insurance is excess, we will have no duty to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

- (1) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
- (2) The total of all deductible and self-insured amounts under all that other insurance.

We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

- a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.
- b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period. Audit premiums are due and payable on notice to the first Named Insured. If the sum of the advance and audit premiums paid for the policy term is greater than the earned premium, we will return the excess to the first Named Insured.

6. Representations

By accepting this policy, you agree:

- a. The statements in the Declarations are accurate and complete;
- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.



7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom "claim" is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

10. Your Right To Claim Information

We will provide the first Named Insured shown in the Declarations the following information relating to this and any preceding Employee Benefit Liability Claims-Made Coverage Part we have issued to you during the previous three years:

- a. A list or other record of each negligent act, error or omission to which this insurance applies, not previously reported to any other insurer, of which we were notified in accordance with Paragraph
 2.a. of this Section. We will include the date and brief description of the negligent act, error or omission if that information was in the notice we received.
- **b.** A summary by policy year, of payments made and amounts reserved, stated separately, under any applicable Aggregate Limit.

Amounts reserved are based on our judgment. They are subject to change and should not be regarded as ultimate settlement values.

You must not disclose this information to any claimant or any claimant's representative without our consent.

If we cancel or elect not to renew this Coverage Part, we will provide such information no later than 30 days before the date of policy termination. In other circumstances, we will provide this information only if we receive a written request from the first Named Insured within 60 days after the end of the policy period. In this case, we will provide this information within 45 days of receipt of the request.

We compile claims information for our own business purposes and exercise reasonable care in doing so. In providing this information to the first Named Insured, we make no representations or warranties to insureds, insurers, or others to whom this information is furnished by or on behalf of any insured. Cancellation or non-renewal will be effective even if we inadvertently provide inaccurate information.

SECTION VI - EXTENDED REPORTING PERIODS

- 1. We will provide one or more Extended Reporting Periods, as described below, if:
 - a. This Coverage Part is canceled or not renewed; or
 - **b.** We renew or replace this Coverage Part with insurance that has a Retroactive Date later than the date shown in the Declarations of this Coverage Part.

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2. Extended Reporting Periods do not extend the policy period or change the scope of coverage provided. They apply only to "claims" for a negligent act, error or omission that occurs before the end of the policy period but not before the Retroactive Date, if any, shown in the Declarations.

Once in effect, Extended Reporting Periods may not be canceled.

- 3. A Basic Extended Reporting Period is automatically provided without additional charge. This period starts with the end of the policy period and lasts for:
 - a. Five years with respect to "claims" arising out of a negligent act, error or omission reported to us, not later than 60 days after the end of the policy period, in accordance with Paragraph 2.a. of the Section V Duties In The Event Of a Negligent Act, Error or Omission, Claim Or Suit Condition;
 - b. Sixty days for all other "claims".

The Basic Extended Reporting Period does not apply to "claims" that are covered under any subsequent insurance you purchase, or that would be covered but for exhaustion of the amount of insurance applicable to such "claims."

- 4. The Basic Extended Reporting Period does not reinstate or increase the Limits of Insurance.
- **5.** A Supplemental Extended Reporting Period of five years is available, for an extra charge. This supplemental period starts when the Basic Extended Reporting Period, set forth in Paragraph **3.** above, ends.

You must give us a written request for the Supplemental Extended Reporting Period within 60 days after the end of the policy period. The Supplemental Extended Reporting Period will not go into effect unless you pay the additional premium promptly when due.

We will determine the additional premium in accordance with our rules and rates. In doing so, we may take into account the following:

- a. The exposures insured;
- b. Previous types and amounts of insurance;
- c. Limits of Insurance available under this Coverage Part for future payment of damages; and
- d. Other related factors.

The additional premium will not exceed 100% of the annual premium for this Coverage Part.

Any insurance afforded for "claims" first received during the Supplemental Extended Reporting Period is excess over any other valid and collectible insurance available under policies in force after the Supplemental Extended Reporting Period starts.

SECTION VII - DEFINITIONS

- 1. "Administration" means:
 - a. Giving counsel to with respect to the "employee benefit program";
 - b. Interpreting the "employee benefit program";
 - c. Handling of records in connection with the "employee benefit program"; or
 - **d.** Effecting, continuing or terminating any "employee's" participation in any benefit included in the "employee benefit program"

performed by a person authorized by the Named Insured to perform such services.

- 2. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters.
- 3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
- **4.** "Cafeteria plans" means plans authorized by the Internal Revenue Service under Section 125 which allow employees to elect to pay for certain benefits with pre-tax dollars.



- **5.** "Claim" means any demand or "suit", made by anyone for damages as the result of a negligent act, error or omission.
- **6.** "Coverage territory" means the United States of America (including its territories and possessions), Puerto Rico and Canada.
- 7. "Employee" means a person actively employed, formerly employed, on leave of absence or disabled or retired. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
- 8. "Employee benefit program" means the following benefits:
 - **a.** Group life insurance; group accident or health insurance; dental, vision and hearing plans; flexible spending accounts; and "cafeteria plans" provided that no one other than an "employee" may subscribe to such benefits:
 - **b.** Profit sharing plans, employee savings plans, employee stock ownership plans, pension plans and stock subscription plans, provided that no one other than an "employee" may subscribe to such benefit and such benefits are made generally available to all "employees" who are eligible for such benefits.
 - c. Unemployment insurance, social security benefits, workers' compensation and disability benefits;
 - **d.** Vacation plans, including buy and sell programs; leave of absence programs, including military, maternity, family and civil leave; tuition assistance plans; transportation and health club subsidies.
- **9.** "Executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document.
- **10.** "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".
- **11.** "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - **c.** The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor:
 - **d.** Oral or written publication of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your "advertisement"; or
 - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
- 12. "Property damage" means:
 - a Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
 - b. Loss of use of tangible property that is not physically injured.
- **13.** "Suit" means a civil proceeding in which damages because of a negligent act, error or omission to which this insurance applies are alleged. "Suit" includes:
 - **a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
 - **b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.
- **14.** "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short term workload conditions.

COMMERCIAL GENERAL LIABILITY
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - CONSOLIDATED INSURANCE PROGRAMS (WRAP-UP)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. The following exclusion is added to Paragraphs 2. of Section I - Coverage A - Bodily Injury And Property Damage Liability, Coverage B - Personal And Advertising Injury and Coverage C - Medical Payments:

2. Exclusions

This insurance does not apply to:

"Bodily injury", "property damage", "personal injury and advertising injury" or medical expenses arising directly or indirectly out of your current ongoing operations or included within the "products-completed operations hazard" at any site or location where you or your subcontractors or employees working on your behalf are performing or previously performed operations if any insured under this policy entered into contracts or agreements commonly referred to as consolidated insurance programs (Wrap-Up) providing general liability coverage at that site or location.

However, this exclusion does not apply to other jobs or work that you performed at such site or location if such other jobs or work were not done as part of contracts or agreements commonly referred to as consolidated insurance programs (Wrap-Up).

This exclusion applies whether or not the consolidated insurance programs (Wrap-Up):

- **a.** Provide coverage identical to that provided by this coverage part;
- b. Have limits adequate to cover all claims; or
- c. Remain in effect.
- B. The following is added to Section IV Commercial General Liability Conditions Paragraph 5. Premium Audit:

In computing premium for this policy, we will not include any payroll or costs paid to your subcontractors for work at any site or location where any insured under this policy had entered into contracts or agreements commonly referred to as consolidated insurance programs (Wrap-Up) providing insurance coverage at that site or location prior to your work at such site or location.

A copy of the consolidated insurance program (Wrap-Up) certificate or similar documents issued to you verifying coverage must be provided to us when we audit this policy.

COMMERCIAL GENERAL LIABILITY
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NON-CUMULATION OF LIABILITY LIMITS (SAME OCCURRENCE)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to Paragraph 5. under Section III - Limits Of Insurance:

Non-Cumulation of Liability - Same Occurrence - If one "occurrence" causes "bodily injury" or "property damage" during the policy period and during the policy period of one or more prior, or future, general liability policies issued to you by us, then this policy's Each Occurrence Limit will be reduced by the amount of each payment made by us under the other policies because of such "occurrence."

"For purposes of this endorsement, the term "us" also includes any other company that is or was part of the Liberty Mutual Agency Corporation division of Liberty Mutual Group."

COMMERCIAL GENERAL LIABILITY
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NON-CUMULATION OF LIABILITY LIMITS (SAME OCCURRENCE)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to Paragraph 5. under Section III - Limits Of Insurance:

Non-Cumulation of Liability - Same Occurrence - If one "occurrence" causes "bodily injury" or "property damage" during the policy period and during the policy period of one or more prior, or future, general liability policies issued to you by us, then this policy's Each Occurrence Limit will be reduced by the amount of each payment made by us under the other policies because of such "occurrence."

For purposes of this endorsement, the term "us" also includes all policies issued by any company within the Liberty Mutual Agency Markets division of Liberty Mutual Group.



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COMMERCIAL GENERAL LIABILITY EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

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A. NON-OWNED AIRCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, exclusion g. Aircraft, Auto Or Watercraft does not apply to an aircraft provided:

- 1. It is not owned by any insured;
- 2. It is hired, chartered or loaned with a trained paid crew;
- 3. The pilot in command holds a currently effective certificate, issued by the duly constituted authority of the United States of America or Canada, designating her or him a commercial or airline pilot; and
- 4. It is not being used to carry persons or property for a charge.

However, the insurance afforded by this provision does not apply if there is available to the insured other valid and collectible insurance, whether primary, excess (other than insurance written to apply specifically in excess of this policy), contingent or on any other basis, that would also apply to the loss covered under this provision.

B. NON-OWNED WATERCRAFT

Under Paragraph 2. Exclusions of Section I - Coverage A - Bodily Injury And Property Damage Liability, Subparagraph (2) of exclusion g. Aircraft, Auto Or Watercraft is replaced by the following:

This exclusion does not apply to:

- (2) A watercraft you do not own that is:
 - (a) Less than 52 feet long; and
 - **(b)** Not being used to carry persons or property for a charge.

C. PROPERTY DAMAGE LIABILITY - ELEVATORS

- 1. Under Paragraph 2. Exclusions of Section I Coverage A Bodily Injury And Property Damage Liability, Subparagraphs (3), (4) and (6) of exclusion j. Damage To Property do not apply if such "property damage" results from the use of elevators. For the purpose of this provision, elevators do not include vehicle lifts. Vehicle lifts are lifts or hoists used in automobile service or repair operations.
- 2. The following is added to Section IV Commercial General Liability Conditions, Condition 4. Other Insurance, Paragraph b. Excess Insurance:

The insurance afforded by this provision of this endorsement is excess over any property insurance, whether primary, excess, contingent or on any other basis.

D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage)

If Damage To Premises Rented To You is not otherwise excluded from this Coverage Part:

- 1. Under Paragraph 2. Exclusions of Section I Coverage A Bodily Injury and Property Damage Liability:
 - **a.** The fourth from the last paragraph of exclusion **j. Damage To Property** is replaced by the following:

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire, lightning, explosion, smoke, or leakage from an automatic fire protection system) to:

- (i) Premises rented to you for a period of 7 or fewer consecutive days; or
- (ii) Contents that you rent or lease as part of a premises rental or lease agreement for a period of more than 7 days.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" to contents of premises rented to you for a period of 7 or fewer consecutive days.

A separate limit of insurance applies to this coverage as described in **Section III - Limits of Insurance**.



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b. The last paragraph of subsection 2. Exclusions is replaced by the following:

Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to Damage To Premises Rented To You as described in **Section III - Limits Of Insurance.**

- 2. Paragraph 6. under Section III Limits Of Insurance is replaced by the following:
 - **6.** Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to:
 - a. Any one premise:
 - (1) While rented to you; or
 - (2) While rented to you or temporarily occupied by you with permission of the owner for damage by fire, lightning, explosion, smoke or leakage from automatic protection systems; or
 - b. Contents that you rent or lease as part of a premises rental or lease agreement.
- As regards coverage provided by this provision D. EXTENDED DAMAGE TO PROPERTY RENTED TO YOU (Tenant's Property Damage) - Paragraph 9.a. of Definitions is replaced with the following:
 - **9.a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, explosion, smoke, or leakage from automatic fire protection systems to premises while rented to you or temporarily occupied by you with the permission of the owner, or for damage to contents of such premises that are included in your premises rental or lease agreement, is not an "insured contract".

E. MEDICAL PAYMENTS EXTENSION

If Coverage C Medical Payments is not otherwise excluded, the Medical Payments provided by this policy are amended as follows:

Under Paragraph 1. Insuring Agreement of Section I - Coverage C - Medical Payments, Subparagraph (b) of Paragraph a. is replaced by the following:

(b) The expenses are incurred and reported within three years of the date of the accident; and

F. EXTENSION OF SUPPLEMENTARY PAYMENTS - COVERAGES A AND B

- 1. Under Supplementary Payments Coverages A and B, Paragraph 1.b. is replaced by the following:
 - **b.** Up to \$3,000 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- 2. Paragraph 1.d. is replaced by the following:
 - **d.** All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$500 a day because of time off from work.

G. ADDITIONAL INSUREDS - BY CONTRACT, AGREEMENT OR PERMIT

- 1. Paragraph 2. under Section II Who Is An Insured is amended to include as an insured any person or organization whom you have agreed to add as an additional insured in a written contract, written agreement or permit. Such person or organization is an additional insured but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused in whole or in part by:
 - a. Your acts or omissions, or the acts or omissions of those acting on your behalf, in the performance of your on going operations for the additional insured that are the subject of the written contract or written agreement provided that the "bodily injury" or "property damage" occurs, or the "personal and advertising injury" is committed, subsequent to the signing of such written contract or written agreement; or

- The maintenance, operation or use by you of equipment rented or leased to you by such person or organization; or
- **d.** Operations performed by you or on your behalf for which the state or political subdivision has issued a permit subject to the following additional provisions:
 - (1) This insurance does not apply to "bodily injury", "property damage", or "personal and advertising injury" arising out of the operations performed for the state or political subdivision;
 - (2) This insurance does not apply to "bodily injury" or "property damage" included within the "completed operations hazard".
 - (3) Insurance applies to premises you own, rent, or control but only with respect to the following hazards:
 - (a) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
 - (b) The construction, erection, or removal of elevators; or
 - (c) The ownership, maintenance, or use of any elevators covered by this insurance.

However:

- 1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- 2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

With respect to Paragraph 1.a. above, a person's or organization's status as an additional insured under this endorsement ends when:

- (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

With respect to Paragraph 1.b. above, a person's or organization's status as an additional insured under this endorsement ends when their written contract or written agreement with you for such premises or facilities ends.

With respects to Paragraph 1.c. above, this insurance does not apply to any "occurrence" which takes place after the equipment rental or lease agreement has expired or you have returned such equipment to the lessor.

The insurance provided by this endorsement applies only if the written contract or written agreement is signed prior to the "bodily injury" or "property damage".

We have no duty to defend an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured as required in Paragraph b. of Condition 2. Duties In the Event Of Occurrence, Offense, Claim Or Suit under Section IV - Commercial General Liability Conditions.



of 5 2. With respect to the insurance provided by this endorsement, the following are added to Paragraph 2. Exclusions under Section I - Coverage A - Bodily Injury And Property Damage Liability:

This insurance does not apply to:

- "Bodily injury" or "property damage" arising from the sole negligence of the additional insured. a.
- "Bodily injury" or "property damage" that occurs prior to you commencing operations at the b. location where such "bodily injury" or "property damage" occurs.
- "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (2) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

- "Bodily injury" or "property damage" occurring after:
 - (1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - (2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- e. Any person or organization specifically designated as an additional insured for ongoing operations by a separate ADDITIONAL INSURED -OWNERS, LESSEES OR CONTRACTORS endorsement issued by us and made a part of this policy.
- With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

- Required by the contract or agreement; or
- Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

H. PRIMARY AND NON-CONTRIBUTORY ADDITIONAL INSURED EXTENSION

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

Condition 4. Other Insurance of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is amended as follows:

The following is added to Paragraph a. Primary Insurance:

If an additional insured's policy has an Other Insurance provision making its policy excess, and you have agreed in a written contract or written agreement to provide the additional insured coverage on a primary and noncontributory basis, this policy shall be primary and we will not seek contribution from the additional insured's policy for damages we cover.

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b. The following is added to Paragraph b. Excess Insurance:

When a written contract or written agreement, other than a premises lease, facilities rental contract or agreement, an equipment rental or lease contract or agreement, or permit issued by a state or political subdivision between you and an additional insured does not require this insurance to be primary or primary and non-contributory, this insurance is excess over any other insurance for which the additional insured is designated as a Named Insured.

Regardless of the written agreement between you and an additional insured, this insurance is excess over any other insurance whether primary, excess, contingent or on any other basis for which the additional insured has been added as an additional insured on other policies.

I. ADDITIONAL INSUREDS - EXTENDED PROTECTION OF YOUR "LIMITS OF INSURANCE"

This provision applies to any person or organization who qualifies as an additional insured under any form or endorsement under this policy.

1. The following is added to Condition 2. Duties In The Event Of Occurrence, Offense, Claim or Suit:

An additional insured under this endorsement will as soon as practicable:

- a. Give written notice of an "occurrence" or an offense that may result in a claim or "suit" under this insurance to us:
- **b.** Tender the defense and indemnity of any claim or "suit" to all insurers whom also have insurance available to the additional insured; and
- **c.** Agree to make available any other insurance which the additional insured has for a loss we cover under this Coverage Part.
- **d.** We have no duty to defend or indemnify an additional insured under this endorsement until we receive written notice of a "suit" by the additional insured.
- 2. The limits of insurance applicable to the additional insured are those specified in a written contract or written agreement or the limits of insurance as stated in the Declarations of this policy and defined in Section III Limits of Insurance of this policy, whichever are less. These limits are inclusive of and not in addition to the limits of insurance available under this policy.

J. WHO IS AN INSURED - INCIDENTAL MEDICAL ERRORS / MALPRACTICE WHO IS AN INSURED - FELLOW EMPLOYEE EXTENSION - MANAGEMENT EMPLOYEES

Paragraph 2.a.(1) of Section II - Who Is An Insured is replaced with the following:

- (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1) (a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraphs (1) (a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services. However, if you are not in the business of providing professional health care services or providing professional health care personnel to others, or if coverage for providing professional health care services is not otherwise excluded by separate endorsement, this provision (Paragraph (d)) does not apply.

Paragraphs (a) and (b) above do not apply to "bodily injury" or "personal and advertising injury" caused by an "employee" who is acting in a supervisory capacity for you. Supervisory capacity as used herein means the "employee's" job responsibilities assigned by you, includes the direct supervision of other "employees" of yours. However, none of these "employees" are insureds for "bodily injury" or "personal and



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advertising injury" arising out of their willful conduct, which is defined as the purposeful or willful intent to cause "bodily injury" or "personal and advertising injury", or caused in whole or in part by their intoxication by liquor or controlled substances.

The coverage provided by provision **J.** is excess over any other valid and collectable insurance available to your "employee".

K. NEWLY FORMED OR ADDITIONALLY ACQUIRED ENTITIES

Paragraph 3. of Section II - Who Is An Insured is replaced by the following:

- 3. Any organization you newly acquire or form and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
 - **a.** Coverage under this provision is afforded only until the expiration of the policy period in which the entity was acquired or formed by you;
 - **b.** Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - **c.** Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
 - d. Records and descriptions of operations must be maintained by the first Named Insured.

No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations or qualifies as an insured under this provision.

L. FAILURE TO DISCLOSE HAZARDS AND PRIOR OCCURRENCES

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 6. Representations:

Your failure to disclose all hazards or prior "occurrences" existing as of the inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" is not intentional.

M. KNOWLEDGE OF OCCURRENCE, OFFENSE, CLAIM OR SUIT

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 2. Duties In The Event of Occurrence, Offense, Claim Or Suit:

Knowledge of an "occurrence", offense, claim or "suit" by an agent, servant or "employee" of any insured shall not in itself constitute knowledge of the insured unless an insured listed under Paragraph 1. of Section II - Who Is An Insured or a person who has been designated by them to receive reports of "occurrences", offenses, claims or "suits" shall have received such notice from the agent, servant or "employee".

N. LIBERALIZATION CLAUSE

If we revise this Commercial General Liability Extension Endorsement to provide more coverage without additional premium charge, your policy will automatically provide the coverage as of the day the revision is effective in your state.

O. BODILY INJURY REDEFINED

Under **Section V - Definitions**, Definition **3.** is replaced by the following:

3. "Bodily Injury" means physical injury, sickness or disease sustained by a person. This includes mental anguish, mental injury, shock, fright or death that results from such physical injury, sickness or disease.

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P. EXTENDED PROPERTY DAMAGE

Exclusion a. of **COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY** is replaced by the following:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" or "property damage" resulting from the use of reasonable force to protect persons or property.

Q. WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US - WHEN REQUIRED IN A CONTRACT OR AGREEMENT WITH YOU

Under Section IV - Commercial General Liability Conditions, the following is added to Condition 8. Transfer Of Rights Of Recovery Against Others To Us:

We waive any right of recovery we may have against a person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard" provided:

- 1. You and that person or organization have agreed in writing in a contract or agreement that you waive such rights against that person or organization; and
- The injury or damage occurs subsequent to the execution of the written contract or written agreement.



EXCLUSION - EARTH MOVEMENT - PRODUCTS/COMPLETED OPERATIONS HAZARD

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. The following exclusion is in addition to those contained in the Coverage Part to which this endorsement applies:

Earth Movement

This insurance does not apply to "bodily injury" or "property damage" arising out of, caused by, or attributable to, whether in whole or in part, "earth movement" and included in the "products-completed operations hazard".

This exclusion applies regardless of the cause of the "earth movement" or any other cause or event contributing concurrently or in any sequence or manner to such injury or damage including, but not limited to, the following causes:

- (1) Flood, surface water, waves, tidal water or tidal wave, overflow of streams or other bodies of water, or spray from any of the foregoing, all whether driven by wind or not;
- (2) Water which backs up through sewers or drains;
- (3) Water below the surface of the ground including that which exerts pressure on or flows, seeps or leaks through sidewalks, driveways, foundations, walls, basement or other floors, or through doors, windows, or any other openings in such sidewalks, driveways, foundations, walls or floors;
- (4) Leakage, overflow, or excess water from plumbing, heating, air conditioning, irrigation, or other equipment or appliances;
- (5) Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body;
- (6) Faulty, inadequate or defective:
 - (a) Planning, zoning, development, surveying, positioning of structure on property;
 - **(b)** Design specifications, workmanship, repair, constructions, renovations, remodeling, grading, compaction;
 - (c) Materials used in repair, construction, renovation or remodeling; or
 - (d) Maintenance of part or all of any property wherever located.
- **B.** The following definition is added to the **Definitions** Section in the Coverage Part to which this endorsement applies:

"Earth movement", whether effected by natural or man-made causes, includes, but is not limited to:

- a. Earthquake, including land shock waves or tremors before, during or after a volcanic eruption;
- **b.** Landslide;

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- c. Mudflow:
- d. Earth sinking, rising, shifting, cracking, settling, subsiding, compaction or expansion; or
- **e.** Soil conditions, which cause settling, cracking or other disarrangement of foundations or other parts or realty whether or not caused by earth movement described above. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

COMMERCIAL GENERAL LIABILITY
CG 88 77 12 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

MEDICAL EXPENSE AT YOUR REQUEST ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following is added to Section I - Coverage C - Medical Payments:

If **Medical Payments** or **Medical Expenses** are not otherwise excluded from the policy, medical expenses will be paid only if an insured has requested that we pay such expenses.



Page 1 of 1

COMMERCIAL GENERAL LIABILITY
CG 88 86 12 08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION - ASBESTOS LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS AND COMPLETED OPERATIONS COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART

This insurance does not apply to:

- 1. "Bodily injury", "property damage" or "personal and advertising injury" arising, in whole or in part, either directly or indirectly out of the manufacture, storage, processing, mining, use, sale, installation, removal, disposal, distribution, handling, inhalation, ingestion, absorption, or existence of, exposure to or contact with asbestos, asbestos contained in goods, products or materials, asbestos fibers or asbestos dust; or
- 2. Any loss, cost or expense arising out of any:
 - a. Request, demand, order, or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of asbestos, asbestos contained in goods, products or materials, asbestos fibers or asbestos dust; or
 - b. Claim or "suit" by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of asbestos, asbestos contained in goods, products or materials, asbestos fibers or asbestos dust.

COMMON POLICY CONDITIONS

- Assignment -- This policy may not be assigned without "our" written consent.
- 2. Cancellation -- "You" may cancel this policy by returning the policy to "us" or by giving "us" written notice and stating at what future date coverage is to stop.

"We" may cancel this policy, or one or more of its parts, by written notice sent to "you" at "your" last mailing address known to "us". If notice of cancellation is mailed, proof of mailing will be sufficient proof of notice.

If "we" cancel this policy for nonpayment of premium, "we" will give "you" notice at least ten days before the cancellation is effective. If "we" cancel this policy for any other reason, "we" will give "you" notice at least 30 days in advance of cancellation. The notice will state the time that the cancellation is to take effect.

"Your" return premium, if any, will be calculated according to "our" rules. It will be refunded to "you" with the cancellation notice or within a reasonable time. Payment or tender of the unearned premium is not a condition of cancellation.

- Change, Modification, or Waiver of Policy
 Terms - A waiver or change of the "terms"
 of this policy must be issued by "us" in writing to be valid.
- 4. Inspections -- "We" have the right, but are not obligated, to inspect "your" property and operations at any time. This inspection may be made by "us" or may be made on "our" behalf. An inspection or its resulting advice or report does not warrant that "your" property or operations are safe, healthful, or in compliance with laws, rules, or regulations. Inspections or reports are for "our" benefit only.
- 5. Examination of Books and Records -- "We" may examine and audit "your" books and records that relate to this policy during the policy period and within three years after the policy has expired.



AAIS CL 0176 01 05 Page 1 of 2 This endorsement changes the policy

-- PLEASE READ THIS CAREFULLY --

AMENDATORY ENDORSEMENT NEVADA

1. Under Common Policy Conditions, Cancellation is deleted and replaced by the following:

Cancellation and Nonrenewal -- "You" may cancel this policy by returning the policy to "us" or by giving "us" a written notice and stating at what future date coverage is to stop.

"We" may cancel or not renew this policy by written notice personally delivered to "you" or mailed first class or certified to "your" last mailing address known to "us". The notice will state the effective date of the cancellation or nonrenewal and specify the reasons for the cancellation or nonrenewal. If the notice of cancellation or nonrenewal is mailed, proof of mailing will be sufficient proof of notice.

If this policy has been in effect for less than 70 days, "we" may cancel for any reason. "We" will give "you" notice at least ten days before the cancellation is effective.

If this policy has been in effect for 70 days or more, or if it is a renewal of a policy issued by "us", "we" may cancel or not renew only on the anniversary date or if one of the following reasons apply:

- a. failure to pay a premium when due;
- b. "your" conviction of a crime arising out of acts increasing the hazard insured against;
- discovery of fraud or material misrepresentation in the obtaining of the policy or in the presentation of a claim thereunder;
- d. discovery of an act or omission or a violation of any condition of the policy which occurred after the effective date of the current policy and substantially and materially increases the hazard insured against;

- e. a material change in the nature or extent of the risk, occurring after the first effective date of the current policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed:
- f. a determination by the Commissioner that continuation of "our" present volume of premiums would jeopardize "our" solvency or be hazardous to the interests of "our" policyholders, "our" creditors, or the public; or
- g. a determination by the Commissioner that the continuation of the policy would violate, or place "us" in violation of, any provision of the code.

If "we" cancel this policy for nonpayment of premium, "we" will give "you" notice at least ten days before cancellation is effective. If "we" cancel this policy for any other reason after it has been in effect 70 days or more, "we" will give "you" notice at least 30 days before cancellation is effective.

If the term of this policy is longer than one year, and "we" decide to cancel at the annual anniversary date, "we" will give "you" written notice of cancellation at least 60 days before the anniversary date if the cancellation is for reasons other than nonpayment of premium. For nonpayment of premium, "we" will give "you" at least ten days notice.

If "we" do not renew this policy, "we" will give "you" notice at least 60 days before the end of the policy period. Notice of nonrenewal is not required if "you" have accepted replacement coverage, "you" have requested or agreed to nonrenewal, or the policy is expressly designated as nonrenewable.

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"Your" return premium, if any, will be calculated according to "our" rules. It will be refunded to "you" with the cancellation notice or within a reasonable time. Payment or tender of the unearned premium is not a condition of cancellation.

- **2.** Under Common Policy Conditions, the following condition is added:
 - Renewal -- If "we" decide to renew this policy with different "terms" or different rates, "we" will give "you" notice at least 30 days before those "terms" or rates become effective.

This endorsement changes the policy

-- PLEASE READ THIS CAREFULLY --

CERTIFIED TERRORISM LOSS

- 1. The following definitions are added.
 - a. "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States:
 - 1) to be an act of terrorism;
 - 2) to be a violent act or an act that is dangerous to human life, property, or infrastructure:
 - 3) to have resulted in damage:
 - a) within the United States; or
 - b) to an air carrier (as defined in section 40102 of title 49, United States Code); to a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), regardless of where the loss occurs; or at the premises of any United States mission;
 - 4) to have been committed by an individual or individuals, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion; and
 - 5) to have resulted in insured losses in excess of five million dollars in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act, as amended.
 - b. "Certified terrorism loss" means loss that results from a "certified act of terrorism".
- 2. The "terms" of any terrorism exclusion that is part of or that is attached to this Coverage Part are amended by the following provision:

This exclusion does not apply to "certified terrorism loss".

- 3. The following provision is added.
 - If the Secretary of the Treasury determines that the aggregate amount of "certified terrorism loss" has exceeded one hundred billion dollars in a Program Year (January 1 through December 31), and "we" have met "our" insurer deductible under the Terrorism Risk Insurance Act, as amended, "we" will not pay for any portion of "certified terrorism loss" that exceeds one hundred billion dollars. If the "certified terrorism loss" exceeds one hundred billion dollars in a Program Year (January 1 through December 31), losses up to one hundred billion dollars are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury under the Terrorism Risk Insurance Act, as amended.
- 4. The following provisions are added.
 - a. Neither the "terms" of this endorsement nor the "terms" of any other terrorism endorsement attached to this Coverage Part provide coverage for any loss that would otherwise be excluded by this Coverage Part under:
 - 1) exclusions that address war, military action, or nuclear hazard; or
 - 2) any other exclusion; and
 - b. the absence of any other terrorism endorsement does not imply coverage for any loss that would otherwise be excluded by this Coverage Part under:
 - 1) exclusions that address war, military action, or nuclear hazard; or
 - 2) any other exclusion.

This endorsement changes the policy

-- PLEASE READ THIS CAREFULLY --

VIRUS OR BACTERIA EXCLUSION

DEFINITIONS

Definitions Amended --

When "fungus" is a defined "term", the definition of "fungus" is amended to delete reference to a bacterium.

When "fungus or related perils" is a defined "term", the definition of "fungus or related perils" is amended to delete reference to a bacterium.

PERILS EXCLUDED

The additional exclusion set forth below applies to all coverages, coverage extensions, supplemental coverages, optional coverages, and endorsements that are provided by the policy to which this endorsement is attached, including, but not limited to, those that provide coverage for property, earnings, extra expense, or interruption by civil authority.

 The following exclusion is added under Perils Excluded, item 1.:

Virus or Bacteria --

"We" do not pay for loss, cost, or expense caused by, resulting from, or relating to any virus, bacterium, or other microorganism that causes disease, illness, or physical distress or that is capable of causing disease, illness, or physical distress.

This exclusion applies to, but is not limited to, any loss, cost, or expense as a result of:

- a. any contamination by any virus, bacterium, or other microorganism; or
- any denial of access to property because of any virus, bacterium, or other microorganism.
- 2. Superseded Exclusions -- The Virus or Bacteria exclusion set forth by this endorsement supersedes the "terms" of any other exclusions referring to "pollutants" or to contamination with respect to any loss, cost, or expense caused by, resulting from, or relating to any virus, bacterium, or other microorganism that causes disease, illness, or physical distress or that is capable of causing disease, illness, or physical distress.

OTHER CONDITIONS

Other Terms Remain in Effect --

The "terms" of this endorsement, whether or not applicable to any loss, cost, or expense, cannot be construed to provide coverage for a loss, cost, or expense that would otherwise be excluded under the policy to which this endorsement is attached.

This endorsement changes the policy

-- PLEASE READ THIS CAREFULLY --

CONDITIONAL NUCLEAR, BIOLOGICAL, AND CHEMICAL TERRORISM EXCLUSION

NOTICE

The Terrorism Risk Insurance Program (the Program), as established under federal law, is scheduled to terminate while your policy is in effect.

The Terrorism Exclusion found in this endorsement will apply only if the federal government does not renew, extend, or otherwise replace the Program or if the conditions, definitions, or requirements of the Program are changed by the federal government and federal law no longer requires that we make Terrorism Coverage available to you.

- The Terrorism Exclusion set forth by this endorsement becomes effective on the earliest of the following:
 - a. the date that the federal Terrorism Risk Insurance Program (the Program) established by the Terrorism Risk Insurance Act has terminated with respect to the type of insurance provided by the Coverage Part to which this endorsement applies; or
 - b. the effective date of a renewal, extension, or replacement of the Program, if federal law no longer requires that "we" make terrorism coverage available to "you" and the Program has been renewed, extended, or replaced subject to changes that:
 - 1) redefine terrorism; or
 - increase "our" financial exposure under the Program; or
 - 3) impose requirements on insurance coverage for terrorism that differ from the terms, amounts, or other limitations that otherwise govern coverage for loss or damage under the "terms" of the Coverage Part to which this endorsement applies.

- If a condition described above under items 1.a. and 1.b. occurs prior to the effective date of the policy period to which this endorsement applies, the Terrorism Exclusion set forth by this endorsement applies as of the effective date of that policy period.
- If the Terrorism Exclusion set forth by this endorsement becomes effective, this Terrorism Exclusion:
 - a. supersedes any other endorsements that address "certified acts of terrorism", "certified terrorism loss", "non-certified acts of terrorism", and or "non-certified terrorism loss" that also apply to the Coverage Part to which this endorsement applies, but only with respect to loss or damage caused by one or more incidents of terrorism that occur on or after the effective date of this Terrorism Exclusion; and
 - b. remains in effect unless "we" notify "you" of changes to this Terrorism Exclusion.

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- 3. If none of the conditions described above under items 1.a. and 1.b. occur, any other endorsements that address "certified acts of terrorism", "certified terrorism loss", "noncertified acts of terrorism", and or "noncertified terrorism loss" that also apply to the Coverage Part to which this endorsement applies continue to apply until "we" notify "you" of changes to such other endorsements.
- **4.** The word terrorism, when shown in this endorsement in quotation marks, has the following meaning:

"Terrorism" means activities against persons, organizations, or property of any nature:

- a. that involve the following or preparation for the following:
 - 1) use or threat of force or violence; or
 - 2) commission or threat of a dangerous act; or
 - commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
- **b.** when one or both of the following applies:
 - the effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - 2) it appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social, or economic objectives, or to express (or express opposition to) a philosophy or ideology.

5. The following exclusion is added:

TERRORISM EXCLUSION

"We" will not pay for loss or damage caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss or damage.

This exclusion applies only when one or more of the following are attributed to an incident of "terrorism":

- a. the "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation, or radioactive contamination; or
- b. radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
- c. the "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- d. pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials.
- 6. When the Terrorism Exclusion set forth by this endorsement applies due to an incident of "terrorism" described above under items 5.a. or 5.b., that Terrorism Exclusion supersedes the Nuclear Hazard Exclusion in the Coverage Part to which this endorsement applies.

- 7. The following provisions are added.
 - nor the "terms" of this endorsement nor the "terms" of any other terrorism endorsement attached to the Coverage Part to which this endorsement applies provide coverage for any loss or damage that would otherwise be excluded by that Coverage Part under:
 - 1) exclusions that address war, military action, or nuclear hazard; or
 - 2) any other exclusion.

- b. The absence of any other terrorism endorsement does not imply coverage for any loss or damage that would otherwise be excluded by the Coverage Part to which this endorsement applies under:
 - 1) exclusions that address war, military action, or nuclear hazard; or
 - 2) any other exclusion.

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BUILDING AND PERSONAL PROPERTY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section H - **Definitions.**

A. Coverage

CP 00 10 04 02

We will pay for direct physical loss of or damage to Covered Property at the premises described in the Declarations caused by or resulting from any Covered Cause of Loss.

1. Covered Property

Covered Property, as used in this Coverage Part, means the type of property described in this Section, A.1., and limited in A.2., Property Not Covered, if a Limit of Insurance is shown in the Declarations for that type of property.

- a. Building, meaning the building or structure described in the Declarations, including:
 - (1) Completed additions;
 - (2) Fixtures, including outdoor fix-
 - (3) Permanently installed:
 - (a) Machinery and
 - (b) Equipment;
 - (4) Personal property owned by you that is used to maintain or service the building or structure or its premises, including:
 - (a) Fire extinguishing equipment;
 - (b) Outdoor furniture;
 - (c) Floor coverings; and
 - (d) Appliances used for refrigerating, ventilating, cooking, dishwashing or laundering;
 - (5) If not covered by other insurance:
 - (a) Additions under construction, alterations and repairs to the building or structure;

- (b) Materials, equipment, supplies and temporary structures, on or within 100 feet of the described premises, used for making additions, alterations or repairs to the building or structure.
- b. Your Business Personal Property located in or on the building described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises, consisting of the following unless otherwise specified in the Declarations or on the Your Business Personal Property Separation of Coverage form:
 - (1) Furniture and fixtures;
 - (2) Machinery and equipment;
 - (3) "Stock";
 - (4) All other personal property owned by you and used in your business:
 - (5) Labor, materials or services furnished or arranged by you on personal property of others;
 - (6) Your use interest as tenant in improvements and betterments. Improvements and betterments are fixtures, alterations, installations or additions:
 - (a) Made a part of the building or structure you occupy but do not own; and
 - (b) You acquired or made at your expense but cannot legally remove;
 - (7) Leased personal property for which you have a contractual responsibility to insure, unless otherwise provided for under Personal Property of Others.



- c. Personal Property of Others that is:
 - In your care, custody or control; and
 - (2) Located in or on the building described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises.

However, our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

2. Property Not Covered

Covered Property does not include:

- Accounts, bills, currency, food stamps or other evidences of debt, money, notes or securities. Lottery tickets held for sale are not securities;
- b. Animals, unless owned by others and boarded by you, or if owned by you, only as "stock" while inside of buildings;
- c. Automobiles held for sale;
- **d.** Bridges, roadways, walks, patios or other paved surfaces;
- Contraband, or property in the course of illegal transportation or trade;
- f. The cost of excavations, grading, backfilling or filling;
- **g.** Foundations of buildings, structures, machinery or boilers if their foundations are below:
 - (1) The lowest basement floor; or
 - (2) The surface of the ground, if there is no basement;
- Land (including land on which the property is located), water, growing crops or lawns;
- Personal property while airborne or waterborne;
- j. Bulkheads, pilings, piers, wharves or docks:
- k. Property that is covered under another coverage form of this or any other policy in which it is more specifically described, except for the excess of the amount due (whether you can collect on it or not) from that other insurance;
- Retaining walls that are not part of a building;
- m. Underground pipes, flues or drains;

- Electronic data, except as provided under Additional Coverages - Electronic Data. Electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data. This paragraph, n., does not apply to your "stock" of prepackaged software.
- o. The cost to replace or restore the information on valuable papers and records, including those which exist as electronic data. Valuable papers and records include but are not limited to proprietary information, books of account, deeds, manuscripts, abstracts, drawings and card index systems. Refer to the Coverage Extension for Valuable Papers And Records (Other Than Electronic Data) for limited coverage for valuable papers and records other than those which exist as electronic data.
- **p.** Vehicles or self-propelled machines (including aircraft or watercraft) that:
 - (1) Are licensed for use on public roads; or
 - (2) Are operated principally away from the described premises.

This paragraph does not apply to:

- (a) Vehicles or self-propelled machines or autos you manufacture, process or warehouse;
- (b) Vehicles or self-propelled machines, other than autos, you hold for sale;
- (c) Rowboats or canoes out of water at the described premises; or
- (d) Trailers, but only to the extent provided for in the Coverage Extension for Non-Owned Detached Trailers.

- of buildings: (1) Grain, hay, straw or other crops;
- (2) Fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, signs (other than signs attached to buildings), trees, shrubs or plants (other than "stock" of trees, shrubs or plants), all except as

provided in the Coverage Exten-

Covered Causes Of Loss

sions.

See applicable Causes of Loss Form as shown in the Declarations.

Additional Coverages

Debris Removal

- (1) Subject to Paragraphs (3) and (4), we will pay your expense to remove debris of Covered Property caused by or resulting from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date of direct physical loss or damage.
- (2) Debris Removal does not apply to costs to:
 - (a) Extract "pollutants" from land or water; or
 - (b) Remove, restore or replace polluted land or water.
- (3) Subject to the exceptions in Paragraph (4), the following provisions apply:
 - (a) The most we will pay for the total of direct physical loss or damage plus debris removal expense is the Limit of Insurance applicable to the Covered Property that has sustained loss or damage.
 - Subject to (a) above, the (b) amount we will pay for debris removal expense is limited to 25% of the sum of deductible plus amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.

- (4) We will pay up to an additional \$10,000 for debris removal expense, for each location, in any one occurrence of physical loss or damage to Covered Property, if one or both of the following circumstances apply:
 - (a) The total of the actual debris removal expense plus the amount we pay for direct physical loss or damage exceeds the Limit of Insurance on the Covered Property that has sustained loss or damage.
 - (b) The actual debris removal expense exceeds 25% of the sum of the deductible plus the amount that we pay for direct physical loss or damage to the Covered Property that has sustained loss or damage.

Therefore, if (4)(a) and/or (4)(b) apply, our total payment for direct physical loss or damage and debris removal expense may reach but will never exceed the Limit of Insurance on the Covered Property that has sustained loss or damage, plus \$10,000.

(5) Examples

The following examples assume that there is no coinsurance penalty.

Example #1

Limit of Insurance	\$ 90,000
Amount of Deductible	\$ 500
Amount of Loss	\$ 50,000
Amount of Loss Payable	\$ 49,500
	(\$50,000 - \$500)
Debris Removal Expense	\$ 10,000
Debris Removal Expense	
Payable	\$ 10,000
(\$10,000 is 20% of \$50,000)	

The debris removal expense is less than 25% of the sum of the loss payable plus the deductible. The sum of the loss payable and debris removal expense (\$49,500 + \$10,000 = \$59,500) is less than the Limit of Insurance. Therefore the full amount of debris removal expense is payable in accordance with the terms of Paragraph (3).



Example #2

90,000 Limit of Insurance \$ Amount of Deductible \$ 500 \$ Amount of Loss 80,000 Amount of Loss Payable \$ 79,500 (\$80,000 - \$500)Debris Removal Expense \$ 30,000 Debris Removal Expense Payable

Basic Amount \$ 10,500 Additional Amount \$ 10,000

The basic amount payable for debris removal expense under the terms of Paragraph (3) is calculated as follows: \$80,000 (\$79,500 + \$500) x .25 = \$20,000; capped at \$10,500. The cap applies because the sum of the loss payable (\$79,500) and the basic amount payable for debris removal expense (\$10,500) cannot exceed the Limit of Insurance (\$90,000).

The additional amount payable for debris removal expense is provided in accordance with the terms of Paragraph (4), because the debris removal expense (\$30,000) exceeds 25% of the loss payable plus the deductible (\$30,000 is 37.5% of \$80,000), and because the sum of the loss payable and debris removal expense (\$79,500 + \$30,000 = \$109,500) would exceed the Limit of Insurance (\$90,000). The additional amount of covered debris removal expense is \$10,000, the maximum payable under Paragraph (4). Thus the total payable for debris removal expense in this example \$20,500; \$9,500 of the debris removal expense is not covered.

b. Preservation Of Property

If it is necessary to move Covered Property from the described premises to preserve it from loss or damage by a Covered Cause of Loss, we will pay for any direct physical loss or damage to that property:

- (1) While it is being moved or while temporarily stored at another location; and
- (2) Only if the loss or damage occurs within 30 days after the property is first moved.

c. Fire Department Service Charge

When the fire department is called to save or protect Covered Property from a Covered Cause of Loss, we will pay up to \$1,000 for your liability for fire department service charges:

- Assumed by contract or agreement prior to loss; or
- **(2)** Required by local ordinance. No Deductible applies to this Additional Coverage.

d. Pollutant Clean Up And Removal

We will pay your expense to extract "pollutants" from land or water at the described premises if the discharge, dispersal, seepage, migration, release or escape of the "pollutants" is caused by or results from a Covered Cause of Loss that occurs during the policy period. The expenses will be paid only if they are reported to us in writing within 180 days of the date on which the Covered Cause of Loss occurs.

This Additional Coverage does not apply to costs to test for, monitor or assess the existence, concentration or effects of "pollutants". But we will pay for testing which is performed in the course of extracting the "pollutants" from the land or water.

The most we will pay under this Additional Coverage for each described premises is \$10,000 for the sum of all covered expenses arising out of Covered Causes of Loss occurring during each separate 12 month period of this policy.

e. Increased Cost Of Construction

- (1) This Additional Coverage applies only to buildings to which the Replacement Cost Optional Coverage applies.
- (2) In the event of damage by a Covered Cause of Loss to a building that is Covered Property, we will pay the increased costs incurred to comply with enforcement of an ordinance or law in the course of repair, rebuilding or replacement of damaged parts of that property, subject to the limitations stated in e.(3) through e.(9) of this Additional Coverage.

- (3) The ordinance or law referred to in e.(2) of this Additional Coverage is an ordinance or law that regulates the construction or repair of buildings or establishes zoning or land use requirements at the described premises, and is in force at the time of loss.
- (4) Under this Additional Coverage, we will not pay any costs due to an ordinance or law that:
 - (a) You were required to comply with before the loss, even when the building was undamaged; and
 - (b) You failed to comply with.
- (5) Under this Additional Coverage, we will not pay for:
 - (a) The enforcement of any ordinance or law which requires demolition, repair, replacement, reconstruction, remodeling or remediation of property due to contamination by "pollutants" or due to the presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria; or
 - (b) Any costs associated with the enforcement of an ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants", "fungus", wet or dry rot or bacteria.
- (6) The most we will pay under this Additional Coverage, for each described building insured under this Coverage Form, is \$10,000 or 5% of the Limit of Insurance applicable to that building, whichever is less. If a damaged building is covered under a blanket Limit of Insurance which applies to more than one building or item of property, then the most we will pay under this Additional Coverage, for that damaged building, is the lesser of: \$10,000 or 5% times the value of the damaged building as of the time of loss times the applicable coinsurance percentage.

- The amount payable under this Additional Coverage is additional insurance.
- (7) With respect to this Additional Coverage:
 - (a) We will not pay for the Increased Cost of Construction:
 - (i) Until the property is actually repaired or replaced, at the same or another premises; and
 - (ii) Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.
 - (b) If the building is repaired or replaced at the same premises, or if you elect to rebuild at another premises, the most we will pay for the Increased Cost of Construction, subject to the provisions of e.(6) of this Additional Coverage, is the increased cost of construction at the same premises.
 - (c) If the ordinance or law requires relocation to another premises, the most we will pay for the Increased Cost of Construction, subject to the provisions of e.(6) of this Additional Coverage, is the increased cost of construction at the new premises.
- (8) This Additional Coverage is not subject to the terms of the Ordinance or Law Exclusion, to the extent that such Exclusion would conflict with the provisions of this Additional Coverage.
- (9) The costs addressed in the Loss Payment and Valuation Conditions, and the Replacement Cost Optional Coverage, in this Coverage Form, do not include the increased cost attributable to enforcement of an ordinance or law. The amount payable under this Additional Coverage, as stated in e.(6) of this Additional Coverage, is not subject to such limitation.

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- (1) Under this Additional Coverage, electronic data has the meaning described under Property Not Covered Electronic Data.
- (2) Subject to the provisions of this Additional Coverage, we will pay for the cost to replace or restore electronic data which has been destroyed or corrupted by a Covered Cause of Loss. To the extent that electronic data is not replaced or restored, the loss will be valued at the cost of replacement of the media on which the electronic data was stored, with blank media of substantially identical type.
- (3) The Covered Causes of Loss applicable to Your Business Personal Property apply to this Additional Coverage Electronic Data, subject to the following:
 - (a) If the Causes of Loss Special Form applies, coverage under this Additional Coverage Electronic Data is limited to the "specified causes of loss" as defined in that Form, and Collapse as set forth in that Form.
 - (b) If the Causes of Loss Broad Form applies, coverage under this Additional Coverage - Electronic Data includes Collapse as set forth in that Form.
 - (c) If the Causes of Loss Form is endorsed to add a Covered Cause of Loss, the additional Covered Cause of Loss does not apply to the coverage provided under this Additional Coverage - Electronic Data.
 - (d) The Covered Causes of Loss include a virus, harmful code or similar instruction introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for loss or damage caused by or resulting from manipulation of a computer

- system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, modify, maintain, repair or replace that system.
- (4) The most we will pay under this Additional Coverage - Electronic Data is \$2,500 for all loss or damage sustained in any one policy year, regardless of the number of occurrences of loss or damage or the number of premises, locations or computer systems involved. If loss payment on the first occurrence does not exhaust this amount, then the balance is available for subsequent loss or damage sustained in but not after that policy year. With respect to an occurrence which begins in one policy year and continues or results in additional loss or damage in a subsequent policy year(s), all loss or damage is deemed to be sustained in the policy year in which the occurrence began.

5. Coverage Extensions

Except as otherwise provided, the following Extensions apply to property located in or on the building described in the Declarations or in the open (or in a vehicle) within 100 feet of the described premises.

If a Coinsurance percentage of 80% or more or, a Value Reporting period symbol, is shown in the Declarations, you may extend the insurance provided by this Coverage Part as follows:

a. Newly Acquired Or Constructed Property

(1) Buildings

If this policy covers Building, you may extend that insurance to apply to:

- (a) Your new buildings while being built on the described premises; and
- (b) Buildings you acquire at locations, other than the described premises, intended for:
 - (i) Similar use as the building described in the Declarations; or

(ii) Use as a warehouse.

The most we will pay for loss or damage under this Extension is \$250,000 at each building.

- (2) Your Business Personal Property
 - (a) If this policy covers Your Business Personal Property, you may extend that insurance to apply to:
 - (i) Business personal property, including such property that you newly acquire, at any location you acquire other than at fairs, trade shows or exhibitions:
 - (ii) Business personal property, including such property that you newly acquire, located at your newly constructed or acquired buildings at the location described in the Declarations; or
 - (iii) Business personal property that you newly acquire, located at the described premises.

The most we will pay for loss or damage under this Extension is \$100,000 at each building.

- **(b)** This Extension does not apply to:
 - (i) Personal property of others that is temporarily in your possession in the course of installing or performing work on such property; or
 - (ii) Personal property of others that is temporarily in your possession in the course of your manufacturing or wholesaling activities.

(3) Period of Coverage

With respect to insurance on or at each newly acquired or constructed property, coverage will end when any of the following first occurs:

(a) This policy expires;

- (b) 30 days expire after you acquire the property or begin construction of that part of the building that would qualify as covered property; or
- (c) You report values to us. We will charge you additional premium for values reported from the date you acquire the property or begin construction of that part of the building that would qualify as covered property.

b. Personal Effects And Property Of Others

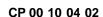
You may extend the insurance that applies to Your Business Personal Property to apply to:

- (1) Personal effects owned by you, your officers, your partners or members, your managers or your employees. This extension does not apply to loss or damage by theft.
- (2) Personal property of others in your care, custody or control.

The most we will pay for loss or damage under this Extension is \$2,500 at each described premises. Our payment for loss of or damage to personal property of others will only be for the account of the owner of the property.

c. Valuable Papers And Records (Other Than Electronic Data)

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to your cost to replace or restore the lost information on valuable papers and records for which duplicates do not exist. But this Extension does not apply to valuable papers and records which exist as electronic data. Electronic data has the meaning described under Property Not Covered Electronic Data.
- (2) If the Causes of Loss Special Form applies, coverage under this Extension is limited to the "specified causes of loss" as defined in that Form, and Collapse as set forth in that Form.



(4) Under this Extension, the most we will pay to replace or restore the lost information is \$2,500 at each described premises, unless a higher limit is shown in the Declarations. Such amount is additional insurance. We will also pay for the cost of blank material for reproducing the records (whether or not duplicates exist), and (when there is a duplicate) for the cost of labor to transcribe or copy the records. The costs of blank material and labor are subject to the applicable Limit of Insurance on Your Business Personal Property and therefore coverage of such costs is not additional insurance.

d. Property Off-Premises

- (1) You may extend the insurance provided by this Coverage Form to apply to your Covered Property while it is away from the described premises, if it is:
 - (a) Temporarily at a location you do not own, lease or operate;
 - (b) In storage at a location you lease, provided the lease was executed after the beginning of the current policy term; or
 - (c) At any fair, trade show or exhibition.
- (2) This Extension does not apply to property:
 - (a) In or on a vehicle; or
 - (b) In the care, custody or control of your salespersons, unless the property is in such care, custody or control at a fair, trade show or exhibition.
- (3) The most we will pay for loss or damage under this Extension is \$10,000.

e. Outdoor Property

You may extend the insurance provided by this Coverage Form to apply to your outdoor fences, radio and television antennas (including satellite dishes), signs (other than signs attached to buildings), trees, shrubs and plants (other than "stock" of trees, shrubs or plants), including debris removal expense, caused by or resulting from any of the following causes of loss if they are Covered Causes of Loss:

- (1) Fire;
- (2) Lightning;
- (3) Explosion;
- (4) Riot or Civil Commotion; or
- (5) Aircraft.

The most we will pay for loss or damage under this Extension is \$1,000, but not more than \$250 for any one tree, shrub or plant. These limits apply to any one occurrence, regardless of the types or number of items lost or damaged in that occurrence.

f. Non-Owned Detached Trailers

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to loss or damage to trailers that you do not own, provided that:
 - (a) The trailer is used in your business;
 - (b) The trailer is in your care, custody or control at the premises described in the Declarations; and
 - (c) You have a contractual responsibility to pay for loss or damage to the trailer.
- (2) We will not pay for any loss or damage that occurs:
 - (a) While the trailer is attached to any motor vehicle or motorized conveyance, whether or not the motor vehicle or motorized conveyance is in motion;
 - (b) During hitching or unhitching operations, or when a trailer becomes accidentally unhitched from a motor vehicle or motorized conveyance.

- (3) The most we will pay for loss or damage under this Extension is \$5,000, unless a higher limit is shown in the Declarations.
- (4) This insurance is excess over the amount due (whether you can collect on it or not) from any other insurance covering such property.

Each of these Extensions is additional insurance unless otherwise indicated. The Additional Condition, Coinsurance, does not apply to these Extensions.

B. Exclusions And Limitations

See applicable Causes of Loss Form as shown in the Declarations.

C. Limits Of Insurance

The most we will pay for loss or damage in any one occurrence is the applicable Limit of Insurance shown in the Declarations.

The most we will pay for loss or damage to outdoor signs attached to buildings is \$1,000 per sign in any one occurrence.

The limits applicable to the Fire Department Service Charge and Pollutant Clean Up and Removal Additional Coverages are in addition to the Limits of Insurance.

Payments under the Preservation of Property Additional Coverage will not increase the applicable Limit of Insurance:

D. Deductible

In any one occurrence of loss or damage (hereinafter referred to as loss), we will first reduce the amount of loss if required by the Coinsurance Condition or the Agreed Value Optional Coverage. If the adjusted amount of loss is less than or equal to the Deductible, we will not pay for that loss. If the adjusted amount of loss exceeds the Deductible, we will then subtract the Deductible from the adjusted amount of loss, and will pay the resulting amount or the Limit of Insurance, whichever is less.

When the occurrence involves loss to more than one item of Covered Property and separate Limits of Insurance apply, the losses will not be combined in determining application of the Deductible. But the Deductible will be applied only once per occurrence.

Example No. 1:

(This example assumes there is no coinsurance penalty.)

Deductible:	\$ 250
Limit of Insurance - Bldg. 1:	\$ 60,000
Limit of Insurance - Bldg. 2:	\$ 80,000
Loss to Bldg. 1:	\$ 60,100
Loss to Bldg. 2:	\$ 90,000

The amount of loss to Bldg. 1 (\$60,100) is less than the sum (\$60,250) of the Limit of Insurance applicable to Bldg. 1 plus the Deductible.

The Deductible will be subtracted from the amount of loss in calculating the loss payable for Bldg. 1:

\$60,100 <u>- 250</u> \$59,850 Loss Payable - Bldg. 1

The Deductible applies once per occurrence and therefore is not subtracted in determining the amount of loss payable for Bldg. 2. Loss payable for Bldg. 2 is the Limit of Insurance of \$80,000.

Total amount of loss payable: \$59,850 + 80,000 = \$139,850

Example No. 2:

(This example, too, assumes there is no coinsurance penalty.)

The Deductible and Limits of Insurance are the same as those in Example No. 1.

Loss to Bldg. 1: \$ 70,000

(exceeds Limit of Insurance plus Deductible)

Loss to Bldg. 2: \$ 90,000

(exceeds Limit of Insurance plus Deductible)

Loss Payable - Bldg. 1: \$60,000

(Limit of Insurance)

Loss Payable - Bldg. 2: \$80,000

(Limit of Insurance)

Total amount of loss payable:

\$140,000

E. Loss Conditions

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions.

1. Abandonment

There can be no abandonment of any property to us.



If we and you disagree on the value of the property or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser. The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the value of the property and amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- a. Pay its chosen appraiser; and
- **b.** Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

3. Duties In The Event Of Loss Or Damage

- a. You must see that the following are done in the event of loss or damage to Covered Property:
 - (1) Notify the police if a law may have been broken.
 - (2) Give us prompt notice of the loss or damage. Include a description of the property involved.
 - (3) As soon as possible, give us a description of how, when and where the loss or damage occurred.
 - (4) Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
 - (5) At our request, give us complete inventories of the damaged and undamaged property. Include quantities, costs, values and amount of loss claimed.

- (6) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.
 - Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.
- (7) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
- (8) Cooperate with us in the investigation or settlement of the claim.
- b. We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

4. Loss Payment

- a. In the event of loss or damage covered by this Coverage Form, at our option, we will either:
 - (1) Pay the value of lost or damaged property;
 - (2) Pay the cost of repairing or replacing the lost or damaged property, subject to **b.** below;
 - (3) Take all or any part of the property at an agreed or appraised value; or
 - (4) Repair, rebuild or replace the property with other property of like kind and quality, subject to **b.** below.

We will determine the value of lost or damaged property, or the cost of its repair or replacement, in accordance with the applicable terms of the Valuation Condition in this Coverage Form or any applicable provision which amends or supersedes the Valuation Condition.

- b. The cost to repair, rebuild or replace does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.
- c. We will give notice of our intentions within 30 days after we receive the sworn proof of loss.
- d. We will not pay you more than your financial interest in the Covered Property.
- e. We may adjust losses with the owners of lost or damaged property if other than you. If we pay the owners, such payments will satisfy your claims against us for the owners' property. We will not pay the owners more than their financial interest in the Covered Property.
- f. We may elect to defend you against suits arising from claims of owners of property. We will do this at our expense.
- g. We will pay for covered loss or damage within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this Coverage Part and:
 - (1) We have reached agreement with you on the amount of loss; or
 - (2) An appraisal award has been made.

5. Recovered Property

If either you or we recover any property after loss settlement, that party must give the other prompt notice. At your option, the property will be returned to you. You must then return to us the amount we paid to you for the property. We will pay recovery expenses and the expenses to repair the recovered property, subject to the Limit of Insurance.

6. Vacancy

a. Description Of Terms

(1) As used in this Vacancy Condition, the term building and the term vacant have the meanings set forth in (1)(a) and (1)(b) below:

- (a) When this policy is issued to a tenant, and with respect to that tenant's interest in Covered Property, building means the unit or suite rented or leased to the tenant. Such building is vacant when it does not contain enough business personal property to conduct customary operations.
- (b) When this policy is issued to the owner or general lessee of a building, building means the entire building. Such building is vacant unless at least 31% of its total square footage is:
 - (i) Rented to a lessee or sub-lessee and used by the lessee or sublessee to conduct its customary operations; and/or
 - (ii) Used by the building owner to conduct customary operations.
- (2) Buildings under construction or renovation are not considered vacant.

b. Vacancy Provisions

If the building where loss or damage occurs has been vacant for more than 60 consecutive days before that loss or damage occurs:

- (1) We will not pay for any loss or damage caused by any of the following even if they are Covered Causes of Loss:
 - (a) Vandalism;
 - (b) Sprinkler leakage, unless you have protected the system against freezing;
 - (c) Building glass breakage;
 - (d) Water damage;
 - (e) Theft; or
 - **(f)** Attempted theft.
- (2) With respect to Covered Causes of Loss other than those listed in b.(1)(a) through b.(1)(f) above, we will reduce the amount we would otherwise pay for the loss or damage by 15%.

7. Valuation

We will determine the value of Covered Property in the event of loss or damage as follows:

- a. At actual cash value as of the time of loss or damage, except as provided in b., c., d., e. and f. below.
- b. If the Limit of Insurance for Building satisfies the Additional Condition, Coinsurance, and the cost to repair or replace the damaged building property is \$2,500 or less, we will pay the cost of building repairs or replacement.

The cost of building repairs or replacement does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property. However, the following property will be valued at the actual cash value even when attached to the building:

- (1) Awnings or floor coverings;
- (2) Appliances for refrigerating, ventilating, cooking, dishwashing or laundering; or
- (3) Outdoor equipment or furniture.
- c. "Stock" you have sold but not delivered at the selling price less discounts and expenses you otherwise would have had.
- d. Glass at the cost of replacement with safety glazing material if required by law.
- e. Tenant's Improvements and Betterments at:
 - (1) Actual cash value of the lost or damaged property if you make repairs promptly.
 - (2) A proportion of your original cost if you do not make repairs promptly. We will determine the proportionate value as follows:
 - (a) Multiply the original cost by the number of days from the loss or damage to the expiration of the lease; and
 - (b) Divide the amount determined in (a) above by the number of days from the installation of improvements to the expiration of the lease.

If your lease contains a renewal option, the expiration of the renewal option period will replace the expiration of the lease in this procedure.

(3) Nothing if others pay for repairs or replacement.

F. Additional Conditions

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions.

1. Coinsurance

If a Coinsurance percentage is shown in the Declarations, the following condition applies.

- a. We will not pay the full amount of any loss if the value of Covered Property at the time of loss times the Coinsurance percentage shown for it in the Declarations is greater than the Limit of Insurance for the property. Instead, we will determine the most we will pay using the following steps:
 - (1) Multiply the value of Covered Property at the time of loss by the Coinsurance percentage;
 - (2) Divide the Limit of Insurance of the property by the figure determined in Step (1);
 - (3) Multiply the total amount of loss, before the application of any deductible, by the figure determined in Step (2); and
 - (4) Subtract the deductible from the figure determined in Step (3).

We will pay the amount determined in Step (4) or the limit of insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

Example No. 1 (Underinsurance):

When: The value of the property is \$250,000

The Coinsurance percentage for it is 80%

The Limit of Insurance for it is \$100,000

The Deductible is \$250

The amount of loss is \$40,000

Step (1): \$250,000 x 80% = \$200,000 (the minimum amount of insurance to meet your Coinsurance requirements)

Step (2): $$100,000 \div $200,000 = .50$

Step (3): $$40,000 \times .50 = $20,000$

Step (4): \$20,000 - \$250 = \$19,750

We will pay no more than \$19,750. The remaining \$20,250 is not covered.

Example No. 2 (Adequate Insurance):

When: The value of the prop-\$ 250,000 erty is The Coinsurance percentage for it is 80%

The Limit of Insurance for it is

\$ 200,000 The Deductible is \$ 250 The amount of loss is \$ 40.000

The minimum amount of insurance to meet your Coinsurance requirement is \$200,000 (\$250,000 x 80%). Therefore, the Limit of Insurance in this Example is adequate and no penalty applies. We will pay no more than \$39,750 (\$40,000 amount of loss minus the deductible of \$250).

If one Limit of Insurance applies to two or more separate items, this condition will apply to the total of all property to which the limit applies.

Example No. 3:

When:

The value of property

\$ 75,000 Bldg. at Location No. 1 Bldg. at Location No. 2 \$ 100,000 Personal Property at

Location No. 2 \$ 75,000 \$ 250,000

90%

The Coinsurance percentage for it is The Limit of Insurance for Buildings and Personal Property at Location Nos. 1 and 2 is

\$ 180,000 The Deductible is 1,000 The amount of loss is:

Bldg. at Location No. 2 \$ 30,000 Personal Property at

Location No. 2 20,000 50,000

Step (1): $$250,000 \times 90\% = $225,000$ (the minimum amount of insurance to meet your Coinsurance requirements and to avoid the penalty shown below)

Step (2): $$180,000 \div $225,000 = .80$

Step (3): $$50,000 \times .80 = $40,000$.

Step (4): \$40,000 - \$1,000 = \$39,000.

We will pay no more than \$39,000. The remaining \$11,000 is not covered.

Mortgageholders

The term mortgageholder includes trustee.

- b. We will pay for covered loss of or damage to buildings or structures to each mortgageholder shown in the Declarations in their order of precedence, as interests may appear.
- The mortgageholder has the right to receive loss payment even if the mortgageholder has started foreclosure or similar action on the building or structure.
- If we deny your claim because of your acts or because you have failed to comply with the terms of this Coverage Part, the mortgageholder still have the right to receive loss payment if the mortgageholder:
 - (1) Pays any premium due under this Coverage Part at our request if you have failed to do so;
 - (2) Submits a signed, sworn proof of loss within 60 days after receiving notice from us of your failure to do so; and
 - (3) Has notified us of any change in ownership, occupancy or substantial change in risk known to the mortgageholder.

All of the terms of this Coverage Part will then apply directly to the mortgageholder.

- If we pay the mortgageholder for any loss or damage and deny payment to you because of your acts or because you have failed to comply with the terms of this Coverage Part:
 - (1) The mortgageholder's rights under the mortgage will be transferred to us to the extent of the amount we pay; and
 - (2) The mortgageholder's right to recover the full amount of the mortgageholder's claim will not be impaired.

At our option, we may pay to the mortgageholder the whole principal on the mortgage plus any accrued interest. In this event, your mortgage and note will be transferred to us and you will pay your remaining mortgage debt to us.

- If we cancel this policy, we will give written notice to the mortgageholder at least:
 - (1) 10 days before the effective date of cancellation if we cancel for your nonpayment of premium; or



- (2) 30 days before the effective date of cancellation if we cancel for any other reason.
- g. If we elect not to renew this policy, we will give written notice to the mortgageholder at least 10 days before the expiration date of this policy.

G. Optional Coverages

If shown as applicable in the Declarations, the following Optional Coverages apply separately to each item.

1. Agreed Value

- a. The Additional Condition, Coinsurance, does not apply to Covered Property to which this Optional Coverage applies. We will pay no more for loss of or damage to that property than the proportion that the Limit of Insurance under this Coverage Part for the property bears to the Agreed Value shown for it in the Declarations.
- b. If the expiration date for this Optional Coverage shown in the Declarations is not extended, the Additional Condition, Coinsurance, is reinstated and this Optional Coverage expires.
- c. The terms of this Optional Coverage apply only to loss or damage that occurs:
 - (1) On or after the effective date of this Optional Coverage; and
 - (2) Before the Agreed Value expiration date shown in the Declarations or the policy expiration date, whichever occurs first.

2. Inflation Guard

- a. The Limit of Insurance for property to which this Optional Coverage applied will automatically increase by the annual percentage shown in the Declarations.
- b. The amount of increase will be:
 - (1) The Limit of Insurance that applied on the most recent of the policy inception date, the policy anniversary date, or any other policy change amending the Limit of Insurance, times
 - (2) The percentage of annual increase shown in the Declarations, expressed as a decimal (example: 8% is .08), times

(3) The number of days since the beginning of the current policy year or the effective date of the most recent policy change amending the Limit of Insurance, divided by 365.

Example:

If: The applicable Limit of Insurance is \$ 100,000 The annual percentage increase is 8% The number of days since the beginning of the policy year (or last policy change) is 146 The amount of increase is \$100,000 x .08 x 146 ÷ 365= 3,200

3. Replacement Cost

- a. Replacement Cost (without deduction for depreciation) replaces Actual Cash Value in the Loss Condition, Valuation, of this Coverage Form.
- **b.** This Optional Coverage does not apply to:
 - (1) Personal property of others;
 - (2) Contents of a residence;
 - (3) Works of art, antiques or rare articles, including etchings, pictures, statuary, marbles, bronzes, porcelains and bric-abrac; or
 - (4) "Stock", unless the Including "Stock" option is shown in the Declarations.

Under the terms of this Replacement Cost Optional Coverage, tenants' improvements and betterments are not considered to be the personal property of others.

- c. You may make a claim for loss or damage covered by this insurance on an actual cash value basis instead of on a replacement cost basis. In the event you elect to have loss or damage settled on an actual cash value basis, you may still make a claim for the additional coverage this Optional Coverage provides if you notify us of your intent to do so within 180 days after the loss or damage.
- **d.** We will not pay on a replacement cost basis for any loss or damage:
 - Until the lost or damaged property is actually repaired or replaced; and

With respect to tenants' improvements and betterments, the following also apply:

- (3) If the conditions in d.(1) and d.(2) above are not met, the value of tenants' improvements and betterments will be determined as a proportion of your original cost, as set forth in the Valuation Condition of this Coverage Form; and
- (4) We will not pay for loss or damage to tenants' improvements and betterments if others pay for repairs or replacement.
- e. We will not pay more for loss or damage on a replacement cost basis than the least of (1), (2) or (3), subject of f. below:
 - (1) The Limit of Insurance applicable to the lost or damaged property;
 - (2) The cost to replace the lost or damaged property with other property:
 - (a) Of comparable material and quality; and
 - **(b)** Used for the same purpose; or
 - (3) The amount actually spent that is necessary to repair or replace the lost or damaged property.

If a building is rebuilt at a new premises, the cost described in **e.(2)** above is limited to the cost which would have been incurred if the building had been rebuilt at the original premises.

f. The cost of repair or replacement does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.

- 4. Extension Of Replacement Cost To Personal Property Of Others
 - a. If the Replacement Cost Optional Coverage is shown as applicable in the Declarations, then this Extension may also be shown as applicable. If the Declarations show this Extension as applicable, then Paragraph 3.b.(1) of the Replacement Cost Optional Coverage is deleted and all other provisions of the Replacement Cost Optional Coverage apply to replacement cost on personal property of others.
 - b. With respect to replacement cost on the personal property of others, the following limitation applies: If an item(s) of personal property of others is subject to a written contract which governs your liability for loss or damage to that item(s), then valuation of that item(s) will be based on the amount for which you are liable under such contract, but not to exceed the lesser of the replacement cost of the property or the applicable Limit of Insurance.

H. DEFINITIONS

- "Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or by-products produced or released by fungi.
- "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- 3. "Stock" means merchandise held in storage or for sale, raw materials and in-process or finished goods, including supplies used in their packing or shipping.

BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section F - Definitions.

A. Coverage

1. Business Income

Business Income means the:

- Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred; and
- **b.** Continuing normal operating penses incurred, including payroll.

For manufacturing risks. Net Income includes the net sales value of production.

Coverage is provided as described and limited below for one or more of the following options for which a Limit of Insurance is shown in the Declarations:

- a. Business Income including "Rental Value".
- Business Income other than "Rental Valb. ue".
- "Rental Value".

If option a. above is selected, the term Business Income will include "Rental Value". If option c. above is selected, the term Business Income will mean "Rental Value" only.

If Limits of Insurance are shown under more than one of the above options, the provisions of this Coverage Part apply separately to each.

We will pay for the actual loss of Business Income you sustain due to the necessary "suspension" of your "operations" during the "period of restoration". The "suspension" must be caused by direct physical loss of or damage to property at premises which are described in the Declarations and for which a Business Income Limit of Insurance is shown in the Declarations. The loss or damage must be caused by or result from a Covered Cause of Loss. With respect to loss of or damage to personal property in the open or personal property in a vehicle, the described premises include the area within 100 feet of the site at which the described premises are located.

With respect to the requirements set forth in the preceding paragraph, if you occupy only part of the site at which the described premises are located, your premises means:

- The portion of the building which you rent, lease or occupy; and
- b. Any area within the building or on the site at which the described premises are located, if that area services, or is used to gain access to, the described premises.

2. Extra Expense

- Extra Expense coverage is provided at the premises described in the Declarations only if the Declarations show that Business Income coverage applies at that premises.
- Extra Expense means necessary expenses you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss or damage to property caused by or resulting from a Covered Cause of Loss.

We will pay Extra Expense (other than the expense to repair or replace property) to:

- (1) Avoid or minimize the "suspension" of business and to continue operations at the described premises or at replacement premises or temporary tions, including relocation expenses and costs to equip and operate the replacement location or temporary location.
- (2) Minimize the "suspension" business if you cannot continue "operations".

We will also pay Extra Expense to repair or replace property, but only to the extent it reduces the amount of loss that otherwise would have been payable under this Coverage Form.

3. Covered Causes of Loss, Exclusions And Limitations

See applicable Causes of Loss Form as shown in the Declarations.

- a. Coverage for Business Income does not apply when a "suspension" of "operations" is caused by destruction or corruption of electronic data, or any loss or damage to electronic data, except as provided under the Additional Coverage Interruption of Computer Operations.
- b. Coverage for Extra Expense does not apply when action is taken to avoid or minimize a "suspension" of "operations" caused by destruction or corruption of electronic data, or any loss or damage to electronic data, except as provided under the Additional Coverage - Interruption of Computer Operations.
- Electronic data means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

5. Additional Coverages

a. Civil Authority

We will pay for the actual loss of Business Income you sustain and necessary Extra Expense caused by action of civil authority that prohibits access to the described premises due to direct physical loss of or damage to property, other than at the described premises, caused by or resulting from any Covered Cause of Loss.

The coverage for Business Income will begin 72 hours after the time of that action and will apply for a period of up to three consecutive weeks after coverage begins.

The coverage for Extra Expense will begin immediately after the time of that action and will end:

- (1) 3 consecutive weeks after the time of that action; or
- (2) When your Business Income coverage ends;

whichever is later.

b. Alterations And New Buildings

We will pay for the actual loss of Business Income you sustain and necessary Extra Expense you incur due to direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss to:

- (1) New buildings or structures, whether complete or under construction:
- (2) Alterations or additions to existing buildings or structures; and
- (3) Machinery, equipment, supplies or building materials located on or within 100 feet of the described premises and:
 - (a) Used in the construction, alterations or additions; or
 - **(b)** Incidental to the occupancy of new buildings.

If such direct physical loss or damage delays the start of "operations", the "period of restoration" for Business Income Coverage will begin on the date "operations" would have begun if the direct physical loss or damage had not occurred.

c. Extended Business Income

(1) Business Income Other Than "Rental Value"

If the necessary "suspension" of your "operations" produces a Business Income loss payable under this policy, we will pay for the actual loss of Business Income you incur during the period that:

(a) Begins on the date property (except "finished stock") is actually repaired, rebuilt or replaced and "operations" are resumed: and



- **(b)** Ends on the earlier of:
 - (i) The date you could restore your "operations", with reasonable speed. to the level which would generate the business income amount that would have existed if no direct physical loss or damage had occurred;
 - (ii) 30 consecutive days after the date determined in (1)(a) above.

However, Extended Business Income does not apply to loss of Business Income incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the described premises are located.

Loss of Business Income must be caused by direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss.

"Rental Value" (2)

> If the necessary "suspension" of your "operations" produces a "Rental Value" loss payable under this policy, we will pay for the actual loss of "Rental Value" you incur during the period that:

- (a) Begins on the date property is actually repaired, rebuilt or replaced and tenantability is restored; and
- (b) Ends on the earlier of:
 - The date you could restore tenant occupancy, with reasonable speed, to the level which would generate the "Rental Value" that would have existed if no direct physical loss or damage had occurred; or
 - (ii) 30 consecutive days after the date determined in (2)(a) above.

However, Extended Business Income does not apply to loss of "Rental Value" incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the described premises are located.

Loss of "Rental Value" must be caused by direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss.

Interruption of Computer Operations

- (1) Under this Additional Coverage, electronic data has the meaning described under Additional Limitation - Interruption of Computer Operations.
- (2) Subject to all provisions of this Additional Coverage, you may extend the insurance that applies to Business Income and Extra Expense to apply to a "suspension" of "operations" caused by an interruption in computer operations due to destruction or corruption of electronic data due to a Covered Cause of Loss.
- (3) With respect to the coverage provided under this Additional Coverage, the Covered Causes of Loss are subject to the follow-
 - (a) If the Causes of Loss Special Form applies, coverage under this Additional Coverage - Interruption of Computer Operations is limited to the "specified causes of loss" as defined in that Form, and Collapse as set forth in that Form.
 - (b) If the Causes of Loss Broad Form applies, coverage under this Additional Coverage - Interruption of Computer Operations includes Collapse as set forth in that Form.

- (c) If the Causes of Loss Form is endorsed to add a Covered Cause of Loss, the additional Covered Cause of Loss does not apply to the coverage provided under this Additional Coverage Interruption of Computer Operations.
- (d) The Covered Causes of Loss include a virus, harmful code or similar instruction introduced into or enacted on a computer system (including electronic data) or a network to which it is connected, designed to damage or destroy any part of the system or disrupt its normal operation. But there is no coverage for an interruption related to manipulation of a computer system (including electronic data) by any employee, including a temporary or leased employee, or by an entity retained by you or for you to inspect, design, install, maintain, repair or replace that system.
- (4) The most we will pay under this Additional Coverage - Interruption of Computer Operations is \$2,500 for all loss sustained and expense incurred in any one policy year, regardless of the number of interruptions number of premises, locations or computer systems involved. If loss payment relating to the first interruption does not exhaust this amount, then the balance is available for loss or expense sustained or incurred as a result of subsequent interruptions that policy year. A balance remaining at the end of a policy vear does not increase the amount of insurance in the next policy year. With respect to any interruption which begins in one policy year and continues or results in additional loss or expense in subsequent policy year(s), all loss and expense is deemed to be sustained or incurred in the policy year in which the interruption began.

(5) This Additional Coverage - Interruption in Computer Operations does not apply to loss sustained or expense incurred after the end of the "period of restoration", even if the amount of insurance stated in (4) above has not been exhausted.

6. Coverage Extension

If a Coinsurance percentage of 50% or more is shown in the Declarations, you may extend the insurance provided by this Coverage Part as follows:

Newly Acquired Locations

- a. You may extend your Business Income and Extra Expense Coverages to apply to property at any location you acquire other than fairs or exhibitions.
- b. The most we will pay under this Extension, for the sum of Business Income loss and Extra Expense incurred, is \$100,000 at each location.
- c. Insurance under this Extension for each newly acquired location will end when any of the following first occurs:
 - (1) This policy expires;
 - (2) 30 days expire after you acquire or begin to construct the property; or
 - (3) You report values to us.

We will charge you additional premium for values reported from the date you acquire the property.

This Extension is additional insurance. The Additional Condition, Coinsurance, does not apply to this Extension.

B. Limits Of Insurance

The most we will pay for loss in any one occurrence is the applicable Limit of Insurance shown in the Declarations.

The limit applicable to the Coverage Extension is in addition to the Limit of Insurance.

Payments under the following coverages will not increase the applicable Limit of Insurance:

- 1. Alterations and New Buildings;
- 2. Civil Authority:
- 3. Extra Expense; or
- 4. Extended Business Income.

C. Loss Conditions

The following conditions apply in addition to the Common Policy Conditions and the Commercial Property Conditions.

If we and you disagree on the amount of Net Income and operating expense or the amount of loss, either may make written demand for an appraisal of the loss. In this event, each party will select a competent and impartial appraiser.

The two appraisers will select an umpire. If they cannot agree, either may request that selection be made by a judge of a court having jurisdiction. The appraisers will state separately the amount of Net Income and operating expense or amount of loss. If they fail to agree, they will submit their differences to the umpire. A decision agreed to by any two will be binding. Each party will:

- Pay its chosen appraiser; and
- b. Bear the other expenses of the appraisal and umpire equally.

If there is an appraisal, we will still retain our right to deny the claim.

2. **Duties In The Event Of Loss**

- You must see that the following are done in the event of loss:
 - (1) Notify the police if a law may have been broken.
 - (2) Give us prompt notice of the direct physical loss or damage. Include a description of the property involved.
 - (3) As soon as possible, give us a description of how, when, and where the direct physical loss or damage occurred.
 - (4) Take all reasonable steps to protect the Covered Property from further damage, and keep a record of your expenses necessary to protect the Covered Property, for consideration in the settlement of the claim. This will not increase the Limit of Insurance. However, we will not pay for any subsequent loss or damage resulting from a cause of loss that is not a Covered Cause of Loss. Also, if feasible, set the damaged property aside and in the best possible order for examination.
 - (5) As often as may be reasonably required, permit us to inspect the property proving the loss or damage and examine your books and records.

Also permit us to take samples of damaged and undamaged property for inspection, testing and analysis, and permit us to make copies from your books and records.

- (6) Send us a signed, sworn proof of loss containing the information we request to investigate the claim. You must do this within 60 days after our request. We will supply you with the necessary forms.
- (7) Cooperate with us in the investigation or settlement of the claim.
- (8) If you intend to continue your business, you must resume all or part of your "operations" quickly as possible.
- We may examine any insured under oath, while not in the presence of any other insured and at such times as may be reasonably required, about any matter relating to this insurance or the claim, including an insured's books and records. In the event of an examination, an insured's answers must be signed.

3. Loss Determination

- The amount of Business Income loss will be determined based on:
 - (1) The Net Income of the business before the direct physical loss or damage occurred;
 - (2) The likely Net Income of the business if no physical loss or damage had occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the Covered Cause of Loss on customers or on other businesses:
 - (3) The operating expenses, including payroll expenses, necessary to resume "operations" with the same quality of service that existed just before the direct physical loss or damage; and
 - (4) Other relevant sources of information, including:
 - (a) Your financial records and accounting procedures;

- **(b)** Bills, invoices and other vouchers; and
- (c) Deeds, liens or contracts.
- b. The amount of Extra Expense will be determined based on:
 - (1) All expenses that exceed the normal operating expenses that would have been incurred by "operations" during the "period of restoration" if no direct physical loss or damage had occurred. We will deduct from the total of such expenses:
 - (a) The salvage value that remains of any property bought for temporary use during the "period of restoration", once "operations" are resumed; and
 - (b) Any Extra Expense that is paid for by other insurance, except for insurance that is written subject to the same plan, terms, conditions and provisions as this insurance; and
 - (2) Necessary expenses that reduce the Business Income loss that otherwise would have been incurred.

c. Resumption Of Operations

We will reduce the amount of your:

- (1) Business Income loss, other than Extra Expense, to the extent you can resume your "operations", in whole or in part, by using damaged or undamaged property (including merchandise or stock) at the described premises or elsewhere.
- (2) Extra Expense loss to the extent you can return "operations" to normal and discontinue such Extra Expense.
- d. If you do not resume "operations", or do not resume "operations" as quickly as possible, we will pay based on the length of time it would have taken to resume "operations" as quickly as possible.

4. Loss Payment

We will pay for covered loss within 30 days after we receive the sworn proof of loss, if you have complied with all of the terms of this Coverage Part and:

- We have reached agreement with you on the amount of loss; or
- b. An appraisal award has been made.

D. Additional Condition Coinsurance

If a Coinsurance percentage is shown in the Declarations, the following condition applies in addition to the Common Policy Conditions and the Commercial Property Conditions.

We will not pay the full amount of any Business Income loss if the Limit of Insurance for Business Income is less than:

- The Coinsurance percentage shown for Business Income in the Declarations; times
- b. The sum of:
 - (1) The Net Income (Net Profit or Loss before income taxes), and
 - (2) Operating expenses, including payroll expenses,

that would have been earned or incurred (had no loss occurred) by your "operations" at the described premises for the 12 months following the inception, or last previous anniversary date, of this policy (whichever is later).

Instead, we will determine the most we will pay using the following steps:

- Multiply the Net Income and operating expense for the 12 months following the inception, or last previous anniversary date, of this policy by the Coinsurance percentage;
- Divide the Limit of Insurance for the described premises by the figure determined in Step 1.; and
- **3.** Multiply the total amount of loss by the figure determined in Step **2.**

We will pay the amount determined in Step 3. or the limit of insurance, whichever is less. For the remainder, you will either have to rely on other insurance or absorb the loss yourself.

In determining operating expenses for the purpose of applying the Coinsurance condition, the following expenses, if applicable, shall be deducted from the total of all operating expenses:

- 1. Prepaid freight outgoing;
- 2. Returns and allowances;
- 3. Discounts:
- 4. Bad debts;
- 5. Collection expenses;
- Cost of raw stock and factory supplies consumed (including transportation charges);
- Cost of merchandise sold (including transportation charges);

- 8. Cost of other supplies consumed (including transportation charges);
- 9. Cost of services purchased from outsiders (not employees) to resell, that do not continue under contract;
- 10. Power, heat and refrigeration expenses that do not continue under contract (if Form CP 15 11 is attached):
- 11. All ordinary payroll expenses or the amount of payroll expense excluded (if Form CP 15 10 is attached); and
- 12. Special deductions for mining properties (royalties unless specifically included in coverage; actual depletion commonly known as unit or cost depletion - not percentage depletion; welfare and retirement fund charges based on tonnage; hired trucks).

Example No. 1 (Underinsurance):

When: The Net Income and operating expenses for the 12 months following the inception, or last previous anniversary date, of this policy at the described premises would have been \$ 400,000 The Coinsurance percentage is 50% The Limit of Insurance is \$ 150,000 The amount of loss is 80,000

Step 1: $$400,000 \times 50\% = $200,000$ (the minimum amount of insurance to meet your Coinsurance requirements)

Step 2: $$150,000 \div $200,000 = .75$

Step 3: $$80,000 \times .75 = $60,000$

We will pay no more than \$60,000. The remaining \$20,000 is not covered.

Example No. 2 (Adequate Insurance):

The Net Income and op-When: operating expenses for the 12 months following the inception, or last previous anniversary date, of this policy at the described premises would have been \$ 400,000 The Coinsurance percentage is

The Limit of Insurance is

The amount of loss is

The minimum amount of insurance to meet your Coinsurance requirement is \$200,000 (\$400,000 x 50%). Therefore, the Limit of Insurance in this Example is adequate and no penalty applies. We will pay no more than \$80,000 (amount of loss).

This condition does not apply to Extra Expense coverage.

E. Optional Coverages

If shown as applicable in the Declarations, the following Optional Coverages apply separately to each item.

Maximum Period Of Indemnity

- The Additional Condition, Coinsurance, does not apply to this Coverage Form at the described premises to which this Optional Coverage applies.
- The most we will pay for the total of Business Income loss and Extra Expense is the lesser of:
 - (1) The amount of loss sustained and expenses incurred during the 120 days immediately lowing the beginning of the "period of restoration"; or
 - (2) The Limit of Insurance shown in the Declarations.

Monthly Limit Of Indemnity

- The Additional Condition. Coinsurance, does not apply to this Coverage Form at the described premises to which this Optional Coverage applies.
- The most we will pay for loss of Business Income in each period of 30 consecutive days after the beginning of the "period of restoration" is:
 - (1) The Limit of Insurance, multiplied by
 - (2) The fraction shown in the Declarations for this Optional Coverage.

20

50%

80,000

\$ 200,000

Example:

When: The Limit of Insurance is \$ 120,000 The fraction shown in

> the Declarations for this Optional Coverage is

1/4 The most we will pay for

loss in each period of 30 consecutive days is:

 $120,000 \times 1/4 = 30,000$ If, in this example, the

actual amount of loss is:

Days 1-30	\$ 40,000
Days 31-60	20,000
Days 61-90	 30,000
	\$ 90,000
We will pay:	
Days 1-30	\$ 30,000

Days 31-60 20,000 Days 61-90 30,000 80,000

The remaining \$10,000 is not covered.

Business Income Agreed Value

- To activate this Optional Coverage:
 - Business Income Report/ Work Sheet must be submitted to us and must show financial data for your "operations":
 - (a) During the 12 months prior to the date of the Work Sheet: and
 - (b) Estimated for the 12 months immediately following inception of this Optional Coverage.
 - (2) The Declarations must indicate that the Business Income Agreed Value Optional Coverage applies, and an Agreed Value must be shown in the Declarations. The Agreed Value should be at least equal to:
 - (a) The Coinsurance percentage shown in the Declarations; multiplied by
 - (b) The amount of Net Income and operating expenses for the following 12 months you report on the Work Sheet.
- The Additional Condition, Coinsurance, is suspended until:
 - (1) 12 months after the effective date of this Optional Coverage; or

(2) The expiration date of this poliсу;

whichever occurs first.

- We will reinstate the Additional Condition, Coinsurance, automatically if you do not submit a new Work Sheet and Agreed Value:
 - (1) Within 12 months of the effective date of this Optional Coverage;
 - (2) When you request a change in your Business Income Limit of Insurance.
- d. If the Business Income Limit of Insurance is less than the Agreed Value, we will not pay more of any loss than the amount of loss multiplied by:
 - (1) The Business Income Limit of Insurance; divided by
 - (2) The Agreed Value.

Example:

When: The Limit of Insurance is \$ 100,000 The Agreed Value is \$ 200,000 80,000 The amount of loss is

Step (a): $$100.000 \div $200.000 = .50$

Step **(b):** $.50 \times \$80,000 = \$40,000$

We will pay \$40,000. The remaining \$40,000 is not covered.

Extended Period Of Indemnity

Under paragraph A.5.c., Extended Business Income. the number "30" Subparagraphs (1)(b) and (2)(b) is replaced by the number shown in the Declarations for this Optional Coverage.

Definitions

1. "Finished Stock" means stock you have manufactured.

"Finished stock" also includes whiskey and alcoholic products being aged, unless there is a Coinsurance percentage shown for Business Income in the Declarations.

"Finished stock" does not include stock you have manufactured that is held for sale on the premises of any retail outlet insured under this Coverage Part.

- "Operations" means: 2.
 - Your business activities occurring at the described premises; and
 - The tenantability of the described premises, if coverage for Business Income including "Rental Value" or "Rental Value" applies.



- a. Begins:
 - (1) 72 hours after the time of direct physical loss or damage for Business Income coverage; or
 - (2) Immediately after the time of direct physical loss or damage for Extra Expense coverage;

caused by or resulting from any Covered Cause of Loss at the described premises; and

- b. Ends on the earlier of:
 - (1) The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
 - (2) The date when business is resumed at a new permanent location.

"Period of restoration" does not include any increased period required due to the enforcement of any ordinance or law that:

- Regulates the construction, use or repair, or requires the tearing down of any property; or
- (2) Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

The expiration date of this policy will not cut short the "period of restoration".

- 4. "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- **5.** "Rental Value" means Business Income that consist of:
 - a. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred as rental income from tenant occupancy of the premises described in the Declarations as furnished and equipped by you, including fair rental value of any portion of the described premises which is occupied by you; and
 - b. Continuing normal operating expenses incurred in connection with that premises, including:
 - (1) Payroll; and
 - (2) The amount of charges which are the legal obligation of the tenant(s) but would otherwise be your obligations.
- 6. "Suspension" means:
 - **a.** The slowdown or cessation of your business activities; or
 - b. That a part or all of the described premises is rendered untenantable, if coverage for Business Income including "Rental Value" or "Rental Value" applies.

COMMERCIAL PROPERTY CONDITIONS

This Coverage Part is subject to the following conditions, the Common Policy Conditions and applicable Loss Conditions and Additional Conditions in Commercial Property Coverage Forms.

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A. CONCEALMENT, MISREPRESENTATION OR FRAUD

This Coverage Part is void in any case of fraud by you as it relates to this Coverage Part at any time. It is also void if you or any other insured, at any time, intentionally conceal or misrepresent a material fact concerning:

- 1. This Coverage Part;
- 2. The Covered Property;
- 3. Your interest in the Covered Property; or
- 4. A claim under this Coverage Part.

B. CONTROL OF PROPERTY

Any act or neglect of any person other than you beyond your direction or control will not affect this insurance.

The breach of any condition of this Coverage Part at any one or more locations will not affect coverage at any location where, at the time of loss or damage, the breach of condition does not exist.

C. INSURANCE UNDER TWO OR MORE COVER-AGES

If two or more of this policy's coverages apply to the same loss or damage, we will not pay more than the actual amount of the loss or damage.

D. LEGAL ACTION AGAINST US

No one may bring a legal action against us under this Coverage Part unless:

- There has been full compliance with all of the terms of this Coverage Part; and
- 2. The action is brought within 2 years after the date on which the direct physical loss or damage occurred.

E. LIBERALIZATION

If we adopt any revision that would broaden the coverage under this Coverage Part without additional premium within 45 days prior to or during the policy period, the broadened coverage will immediately apply to this Coverage Part.

F. NO BENEFIT TO BAILEE

No person or organization, other than you, having custody of Covered Property will benefit from this insurance.

G. OTHER INSURANCE

- 1. You may have other insurance subject to the same plan, terms, conditions and provisions as the insurance under this Coverage Part. If you do, we will pay our share of the covered loss or damage. Our share is the proportion that the applicable Limit of Insurance under this Coverage Part bears to the Limits of Insurance of all insurance covering on the same basis.
- 2. If there is other insurance covering the same loss or damage, other than that described in 1. above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance, whether you can collect on it or not. But we will not pay more than the applicable Limit of Insurance.

H. POLICY PERIOD, COVERAGE TERRITORY

Under this Coverage Part:

- 1. We cover loss or damage commencing:
 - **a.** During the policy period shown in the Declarations; and
 - **b.** Within the coverage territory.

- **2.** The coverage territory is:
 - The United States of America (including its territories and possessions);
 - b. Puerto Rico; and
 - c. Canada.
- I. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

If any person or organization to or for whom we make payment under this Coverage Part has rights to recover damages from another, those rights are transferred to us to the extent of our payment. That person or organization must do everything necessary to se-

cure our rights and must do nothing after loss to impair them. But you may waive your rights against another party in writing:

- **1.** Prior to a loss to your Covered Property or Covered Income.
- 2. After a loss to your Covered Property or Covered Income only if, at time of loss, that party is one of the following:
 - a. Someone insured by this insurance;
 - **b.** A business firm:
 - (1) Owned or controlled by you; or
 - (2) That owns or controls you; or
 - c. Your tenant.

This will not restrict your insurance.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTAH CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

- A. When this endorsement is attached to the STANDARD PROPERTY POLICY CP 00 99 the term Coverage Part is replaced by the term Policy.
- **B.** The CONCEALMENT, MISREPRESENTATION OR FRAUD Condition is replaced by the following:

FRAUD OR MISREPRESENTATION

This Coverage Part may be voided in the event of fraud or misrepresentation by you relating to:

- 1. This Coverage Part;
- 2. The Covered Property;
- 3. Your interest in the Covered Property; or
- 4. A claim under this Coverage Part,

subject to the following provisions of Utah Code Section 31A-21-105:

- a. No statement, representation, or warranty made by any person representing us in the negotiation for an individual insurance contract affects our obligations under this Coverage Part unless the statement, representation, or warranty is stated:
 - (1) In this Coverage Part; or
 - (2) In a written application signed by you.

No person, except you or another person by your written consent, may alter the application, other than for administrative purposes in a way which is clearly not ascribable to you.

- b. You, your assignee and the loss payee, mortgagee or lienholder, if any, under property insurance, may request, in writing, from us a copy of the application, if:
 - (1) This Coverage Part or a copy of the application has not been received; or
 - (2) This Coverage Part has been reinstated or renewed without the attachment of a copy of the original application.

If we do not deliver or mail a copy of the application, within 30 days after receipt of the request by us or our agent, nothing in the application affects our obligations under this Coverage Part to the person making the request.

- c. Except as provided in f. below, no misrepresentation or breach of an affirmative warranty affects our obligations under this Coverage Part unless:
 - (1) We rely on it and it is either material or is made with intent to deceive; or
 - (2) The fact misrepresented or falsely warranted contributes to the loss.
- d. No failure of a condition prior to the loss, and no breach of a promissory warranty, affects our obligations under this Coverage Part unless it:
 - (1) Exists at the time of the loss; and
 - (2) Either:
 - (a) Increases the risk at the time of the loss: or
 - (b) Contributes to the loss.

However, this paragraph **d.** does not apply to nonpayment of premium.

- e. Nondisclosure of information not requested by us is not a defense to an action against us. Failure to correct within a reasonable period of time any representation that becomes incorrect because of changes in circumstances is misrepresentation, not nondisclosure.
- f. If, after we issue this Coverage Part, we acquire knowledge of sufficient facts to constitute a general defense to all claims under this Coverage Part, the defense is only available if, within 60 days after acquiring such knowledge we notify the insured of our intention to defend against a claim if one should arise. However, in order to continue this Coverage Part, we and the insured may both agree to endorse it to include specific exceptions or modifications.



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- g. No trivial or transitory:
 - (1) Breach of; or
 - (2) Noncompliance with;

any of the above provisions is a basis for avoiding this Coverage Part.

C. OTHER INSURANCE

- Paragraph G.2. OTHER INSURANCE in the Commercial Property Conditions;
- Paragraph H.8.b. OTHER INSURANCE in the Mortgageholders Errors and Omissions Coverage Form; and
- **3.** Paragraph **F.6.b.** OTHER INSURANCE in the Standard Property Policy

are replaced by the following:

If there is other insurance covering the same loss or damage, other than that described in the paragraph above, we will pay only for the amount of covered loss or damage in excess of the amount due from that other insurance. But we will not pay more than the applicable Limit of Insurance.

D. LEGAL ACTION AGAINST US

The LEGAL ACTION AGAINST US Condition is replaced by the following except as provided in D.2. and D.3. below:

LEGAL ACTION AGAINST US

No one may bring legal action against us under this Coverage Part unless the action is brought within 3 years after the date on which the direct physical loss or damage occurred.

 Paragraph a. of Additional Condition H.5. LEGAL ACTION AGAINST US in the Mortgageholders Errors and Omissions Coverage Form is replaced by the following:

No one may bring a legal action against us under Coverages A and B unless the action is brought within 3 years after you discover the error or accidental omission.

- 3. The following are deleted:
 - The LEGAL ACTION AGAINST US Loss Condition in the Legal Liability Coverage Form; and
 - Paragraph b. of Additional Condition
 H.5. LEGAL ACTION AGAINST US in the Mortgageholders Errors and Omissions Coverage Form.
- **E.** The DUTIES IN THE EVENT OF LOSS OR DAMAGE Condition is revised as follows:
 - The provision requiring notice of loss or damage is replaced by the following:

Give prompt notice of the loss or damage to us or our agent. Include a description of the property involved.

One means you may use to fulfill this requirement is mailing the notice to us, postage prepaid, through first class mail deposited in a United States Post Office.

2. The provision requiring signed, sworn proof of loss is replaced by the following:

Send us a signed, sworn proof of loss containing the information we request to settle the claim. We will supply you with the necessary forms.

You must send the proof of loss within 60 days after our request. Failure to send the requested proof of loss within 60 days does not invalidate your claim, if you show that it was not reasonably possible to do so and also show that you submitted the proof of loss to us as soon as reasonably possible.

One means you may use to send the requested proof of loss is mailing it to us, postage prepaid, through first class mail deposited in a United States Post Office.

- **F.** The following is added to:
 - Paragraphs a., b. and c.(1) of Loss Condition D.1. DUTIES IN THE EVENT OF ACCIDENT, CLAIM OR SUIT in the Legal Liability Coverage Form; and
 - Paragraphs b.(1), b.(2)(a) and b.(2)(e) of Additional Condition H.3. DUTIES IN THE EVENT OF LOSS in the Mortgageholders Errors and Omissions Coverage Form:

One means you may use to send written notice or other material is mailing it to us, postage prepaid, through first class mail deposited in a United States Post Office. Notice to our agent is considered notice to us.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVEAGE PART STANDARD PROPERTY POLICY

- A. The exclusion set forth in Paragraph B. applies to all coverage under all forms and endorsements that comprise this Coverage Part or Policy, including but not limited to forms or endorsements that cover property damage to buildings or personal property and forms or endorsements that cover business income, extra expense or action of civil authority.
- B. We will not pay for loss or damage caused by or resulting from any virus, bacterium or other microorganism that induces or is capable of inducing physical distress, illness or disease.
 - However, this exclusion does not apply to loss or damage caused by or resulting from "fungus", wet rot or dry rot. Such loss or damage is addressed in a separate exclusion in this Coverage Part or Policy.
- C. With respect to any loss or damage subject to the exclusion in Paragraph B., such exclusion supersedes any exclusion relating to "pollutants".

- **D.** The following provisions in this Coverage Part or Policy are hereby amended to remove reference to bacteria:
 - Exclusion of "Fungus", Wet Rot, Dry Rot And Bacteria; and
 - Additional Coverage Limited Coverage for "Fungus", Wet Rot, Dry Rot And Bacteria, including any endorsement increasing the scope or amount of coverage.
- E. The terms of the exclusion in Paragraph B., or the inapplicability of this exclusion to a particular loss, do not serve to create coverage for any loss that would otherwise be excluded under this Coverage Part or Policy.



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CAUSESOF LOSS - SPECIALFORM

Words and phrases that appear in quotation marks have special meaning. Refer to Section F. - Definitions.

A. Covered Causes Of Loss

When Special is shown in the Declarations, Covered Causes of Loss means Risks Of Direct Physical Loss unless the loss is:

- 1. Excluded in Section B., Exclusions; or
- 2. Limited in Section C., Limitations;

that follow.

B. Exclusions

 We will not pay for loss or damage caused directly or indirectly by any of the following. Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

a. Ordinance Or Law

The enforcement of any ordinance or law:

- (1) Regulating the construction, use or repair of any property; or
- (2) Requiring the tearing down of any property, including the cost of removing its debris.

This exclusion, Ordinance or Law, applies whether the loss results from:

- (1) An ordinance or law that is enforced even if the property has not been damaged; or
- (2) The increased costs incurred to comply with an ordinance or law in the course of construction, repair, renovation, remodeling or demolition of property, or removal of its debris, following a physical loss to that property.

b. Earth Movement

- (1) Earthquake, including any earth sinking, rising or shifting related to such event;
- (2) Landslide, including any earth sinking, rising or shifting related to such event;
- (3) Mine subsidence, meaning subsidence of a man-made mine, whether or not mining activity has ceased:

(4) Earth sinking (other than sinkhole collapse), rising or shifting including soil conditions which cause settling, cracking or other disarrangement of foundations or other parts of realty. Soil conditions include contraction, expansion, freezing, thawing, erosion, improperly compacted soil and the action of water under the ground surface.

But if Earth Movement, as described in **b.(1)** through **(4)** above, results in fire or explosion, we will pay for the loss or damage caused by that fire or explosion.

(5) Volcanic eruption, explosion or effusion. But if volcanic eruption, explosion or effusion results in fire, building glass breakage or Volcanic Action, we will pay for the loss or damage caused by that fire, building glass breakage or Volcanic Action.

Volcanic action means direct loss or damage resulting from the eruption of a volcano when the loss or damage is caused by:

- (a) Airborne volcanic blast or airborne shock waves;
- **(b)** Ash, dust or particulate matter; or
- (c) Lava flow.

All volcanic eruptions that occur within any 168 hour period will constitute a single occurrence.

Volcanic action does not include the cost to remove ash, dust or particulate matter that does not cause direct physical loss or damage to the described property.

But we will pay for loss or damage caused by or resulting from acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread, if the fire would be covered under this Coverage Part.

d. Nuclear Hazard

Nuclear reaction or radiation, or radioactive contamination, however caused.

But if nuclear reaction or radiation, or radioactive contamination, results in fire, we will pay for the loss or damage caused by that fire.

e. Utility Services

The failure of power or other utility service supplied to the described premises, however caused, if the failure occurs away from the described premises. Failure includes lack of sufficient capacity and reduction in supply.

But if the failure of power or other utility service results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

This exclusion does not apply to the Business Income coverage or to Extra Expense coverage. Instead, the Special Exclusion in paragraph **B.4.a.(1)** applies to these coverages.

f. War And Military Action

- (1) War, including undeclared or civil war:
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

g. Water

- (1) Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;
- (2) Mudslide or mudflow;
- (3) Water that backs up or overflows from a sewer, drain or sump; or
- (4) Water under the ground surface pressing on, or flowing or seeping through:
 - (a) Foundations, walls, floors or paved surfaces;
 - **(b)** Basements, whether paved or not; or
 - **(c)** Doors, windows or other openings.

But if Water, as described in **g. (1)** through **g. (4)** above, results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage.

h. "Fungus", Wet Rot, Dry Rot And Bacteria

Presence, growth, proliferation, spread or any activity of "fungus", wet or dry rot or bacteria.

But if "fungus", wet or dry rot or bacteria results in a "specified cause of loss", we will pay for the loss or damage caused by that "specified cause of loss".

This exclusion does not apply:

- When "fungus", wet or dry rot or bacteria results from fire or lightning; or
- 2. To the extent that coverage is provided in the Additional Coverage - Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria with respect to loss or damage by a cause of loss other than fire or lightning.

Exclusions **B.1.a.** through **B.1.h.** apply whether or not the loss event results in widespread damage or affects a substantial area.

2. We will not pay for loss or damage caused by or resulting from any of the following:



But if artificially generated electrical current results in fire, we will pay for the loss or damage caused by that fire.

- **b.** Delay, loss of use or loss of market.
- c. Smoke, vapor or gas from agricultural smudging or industrial operations.
- d. (1) Wear and tear;
 - (2) Rust, or other corrosion, decay, deterioration, hidden or latent defect or any quality in property that causes it to damage or destroy itself;
 - (3) Smog;
 - (4) Settling, cracking, shrinking or expansion;
 - (5) Nesting or infestation, or discharge or release of waste products or secretions, by insects, birds, rodents or other animals.
 - (6) Mechanical breakdown, including rupture or bursting caused by centrifugal force. But if mechanical breakdown results in elevator collision, we will pay for the loss or damage caused by that elevator collision.
 - (7) The following causes of loss to personal property:
 - (a) Dampness or dryness of atmosphere;
 - **(b)** Changes in or extremes of temperature; or
 - (c) Marring or scratching.

But if an excluded cause of loss that is listed in 2.d. (1) through (7) results in a "specified cause of loss" or building glass breakage, we will pay for the loss or damage caused by that "specified cause of loss" or building glass breakage.

e. Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control. But if explosion of steam boilers, steam pipes, steam engines or steam turbines results in fire or combustion explosion, we will pay for the loss or damage caused by that fire or combustion explosion. We will

- also pay for loss or damage caused by or resulting from the explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.
- f. Continuous or repeated seepage or leakage of water, or the presence or condensation of humidity, moisture or vapor, that occurs over a period of 14 days or more.
- g. Water, other liquids, powder or molten material that leaks or flows from plumbing, heating, air conditioning or other equipment (except fire protective systems) caused by or resulting from freezing, unless:
 - (1) You do your best to maintain heat in the building or structure: or
 - (2) You drain the equipment and shut off the supply if the heat is not maintained.
- h. Dishonest or criminal act by you, any of your partners, members, officers, managers, employees (including leased employees), directors, trustees, authorized representatives or anyone to whom you entrust the property for any purpose:
 - (1) Acting alone or in collusion with others; or
 - (2) Whether or not occurring during the hours of employment.

This exclusion does not apply to acts of destruction by your employees (including leased employees); but theft by employees (including leased employees) is not covered.

- i. Voluntary parting with any property by you or anyone else to whom you have entrusted the property if induced to do so by any fraudulent scheme, trick, device or false pretense.
- **j.** Rain, snow, ice or sleet to personal property in the open.
- k. Collapse, except as provided below in the Additional Coverage for Collapse. But if collapse results in a Covered Cause of Loss at the described premises, we will pay for the loss or damage caused by that Covered Cause of Loss.

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This exclusion, **I.**, does not apply to damage to glass caused by chemicals applied to the glass

- m. Neglect of an insured to use all reasonable means to save and preserve property from further damage at and after the time of loss.
- 3. We will not pay for loss or damage caused by or resulting from any of the following, 3.a. through 3.c. But if an excluded cause of loss that is listed in 3.a. through 3.c. results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.
 - a. Weather conditions. But this exclusion only applies if weather conditions contribute in any way with a cause or event excluded in paragraph 1. above to produce the loss or damage.
 - b. Acts or decisions, including the failure to act or decide, of any person, group, organization or governmental body.
 - c. Faulty, inadequate or defective:
 - Planning, zoning, development, surveying, siting;
 - (2) Design, specifications, workmanship, repair, construction, renovation, remodeling, grading, compaction;
 - (3) Materials used in repair, construction, renovation or remodeling; or
 - (4) Maintenance;

of part or all of any property on or off the described premises.

4. Special Exclusions

The following provisions apply only to the specified Coverage Forms.

a. Business Income (And Extra Expense) Coverage Form, Business Income (Without Extra Expense) Coverage Form, or Extra Expense Coverage Form

We will not pay for:

(1) Any loss caused directly or indirectly by the failure of power or other utility service supplied to the described premises, however caused, if the failure occurs outside of a covered building. Failure includes lack of sufficient capacity and reduction in supply.

> But if the failure of power or other utility service results in a Covered Cause of Loss, we will pay for the loss resulting from that Covered Cause of Loss.

- (2) Any loss caused by or resulting from:
 - (a) Damage or destruction of "finished stock"; or
 - **(b)** The time required to reproduce "finished stock".

This exclusion does not apply to Extra Expense.

- (3) Any loss caused by or resulting from direct physical loss or damage to radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers.
- (4) Any increase of loss caused by or resulting from:
 - (a) Delay in rebuilding, repairing or replacing the property or resuming "operations", due to interference at the location of the rebuilding, repair or replacement by strikers or other persons; or
 - (b) Suspension, lapse or cancellation of any license, lease or contract. But if the suspension, lapse or cancellation is directly caused by the "suspension" of "operations", we will cover such loss that affects your Business Income during the "period of restoration" and any extension of the "period of restoration" in accordance with the terms of the

Extended Business Income Additional Coverage and the Extended Period Of Indemnity Optional Coverage or any variation of these.

- (5) Any Extra Expense caused by or resulting from suspension, lapse or cancellation of any license, lease or contract beyond the "period of restoration".
- (6) Any other consequential loss.

b. Leasehold Interest Coverage Form

- (1) Paragraph B.1.a. Ordinance Or Law, does not apply to insurance under this Coverage Form.
- (2) We will not pay for any loss caused by:
 - (a) Your cancelling the lease;
 - (b) The suspension, lapse or cancellation of any license; or
 - (c) Any other consequential loss.

c. Legal Liability Coverage Form

- (1) The following exclusions do not apply to insurance under this Coverage Form:
 - (a) Paragraph B.1.a., Ordinance Or Law;
 - **(b)** Paragraph **B.1.c.**, Governmental Action;
 - (c) Paragraph **B.1.d.**, Nuclear Hazard;
 - (d) Paragraph **B.1.e.**, Utility Services; and
 - (e) Paragraph B.1.f., War And Military Action.
- (2) The following additional exclusions apply to insurance under this Coverage Form:

(a) Contractual Liability

We will not defend any claim or "suit", or pay damages that you are legally liable to pay, solely by reason of your assumption of liability in a contract or agreement. But this exclusion does not apply to a written lease agreement in which you have assumed liability for building damage resulting from an actual or attempted burglary or robbery, provided that:

- Your assumption of liability was executed prior to the accident; and
- (ii) The building is Covered Property under this Coverage Form.

(b) Nuclear Hazard

We will not defend any claim or "suit", or pay any damages, loss, expense or obligation, resulting from nuclear reaction or radiation, or radioactive contamination, however caused.

C. Limitations

The following limitations apply to all policy forms and endorsements, unless otherwise stated.

- We will not pay for loss of or damage to property, as described and limited in this section. In addition, we will not pay for any loss that is a consequence of loss or damage as described and limited in this section.
 - engines or steam turbines caused by or resulting from any condition or event inside such equipment. But we will pay for loss of or damage to such equipment caused by or resulting from an explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.
 - b. Hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment, other than an explosion.
 - c. The interior of any building or structure, or to personal property in the building or structure, caused by or resulting from rain, snow, sleet, ice, sand or dust, whether driven by wind or not, unless:
 - (1) The building or structure first sustains damage by a Covered Cause of Loss to its roof or walls through which the rain, snow, sleet, ice, sand or dust enters; or

- (2) The loss or damage is caused by or results from thawing of snow, sleet or ice on the building or structure.
- d. Building materials and supplies not attached as part of the building or structure, caused by or resulting from theft.

However, this limitation does not apply to:

- (1) Building materials and supplies held for sale by you, unless they are insured under the Builders Risk Coverage Form; or
- (2) Business Income coverage or Extra Expense coverage.
- e. Property that is missing, where the only evidence of the loss or damage is a shortage disclosed on taking inventory, or other instances where there is no physical evidence to show what happened to the property.
- f. Property that has been transferred to a person or to a place outside the described premises on the basis of unauthorized instructions.
- We will not pay for loss of or damage to the following types of property unless caused by the "specified causes of loss" or building glass breakage:
 - **a.** Animals, and then only if they are killed or their destruction is made necessary.
 - **b.** Fragile articles such as statuary, marbles, chinaware and porcelains, if broken. This restriction does not apply to:
 - (1) Glass; or
 - (2) Containers of property held for sale.
 - c. Builders' machinery, tools, and equipment owned by you or entrusted to you, provided such property is Covered Property.

However, this limitation does not apply:

- (1) If the property is located on or within 100 feet of the described premises, unless the premises is insured under the Builders Risk Coverage Form; or
- (2) To Business Income coverage or to Extra Expense coverage.

- 3. The special limit shown for each category, a. through d., is the total limit for loss of or damage to all property in that category. The special limit applies to any one occurrence of theft, regardless of the types or number of articles that are lost or damaged in that occurrence. The special limits are:
 - a. \$2,500 for furs, fur garments and garments trimmed with fur.
 - b. \$2,500 for jewelry, watches, watch movements, jewels, pearls, precious and semi-precious stones, bullion, gold, silver, platinum and other precious alloys or metals. This limit does not apply to jewelry and watches worth \$100 or less per item.
 - **c.** \$2,500 for patterns, dies, molds and forms.
 - d. \$250 for stamps, tickets, including lottery tickets held for sale, and letters of credit.

These special limits are part of, not in addition to, the Limit of Insurance applicable to the Covered Property.

This limitation, **C.3.**, does not apply to Business Income coverage or to Extra Expense coverage.

- 4. We will not pay the cost to repair any defect to a system or appliance from which water, other liquid, powder or molten material escapes. But we will pay the cost to repair or replace damaged parts of fire extinguishing equipment if the damage:
 - Results in discharge of any substance from an automatic fire protection system; or
 - b. Is directly caused by freezing.

However, this limitation does not apply to Business Income coverage or to Extra Expense coverage.

D. Additional Coverage - Collapse

The term Covered Cause of Loss includes the Additional Coverage - Collapse as described and limited in **D.1.** through **D.5.** below.

- 1. With respect to buildings:
 - a. Collapse means an abrupt falling down or caving in of a building or any part of a building with the result that the building or part of the building cannot be occupied for its intended purpose;

- c. A part of a building that is standing is not considered to be in a state of collapse even if it has separated from another part of the building;
- d. A building that is standing or any part of a building that is standing is not considered to be in a state of collapse even if it shows evidence of cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.
- We will pay for direct physical loss or damage to Covered Property, caused by collapse of a building or any part of a building that is insured under this Coverage Form or that contains Covered Property insured under this Coverage Form, if the collapse is caused by one or more of the following:
 - a. The "specified causes of loss" or breakage of building glass, all only as insured against in this Coverage Part;
 - b. Decay that is hidden from view, unless the presence of such decay is known to an insured prior to collapse;
 - c. Insect or vermin damage that is hidden from view, unless the presence of such damage is know to an insured prior to collapse.
 - **d.** Weight of people or personal property;
 - e. Weight of rain that collects on a roof;
 - f. Use of defective material or methods in construction, remodeling or renovation if the collapse occurs during the course of the construction, remodeling or renovation. However, if the collapse occurs after construction, remodeling or renovation is complete and is caused in part by a cause of loss listed in 2.a. through 2.e., we will pay for the loss or damage even if use of defective material or methods, in construction, remodeling or renovation, contributes to the collapse.

The criteria set forth in 1.a. through 1.d. do not limit the coverage otherwise provided under this Causes of Loss Form for the causes of loss listed in 2.a., 2.d. and 2.e.

- **3.** With respect to the following property:
 - a. Outdoor radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers:
 - **b.** Awnings, gutters and downspouts;
 - c. Yard fixtures;
 - d. Outdoor swimming pools;
 - e. Fences:
 - f. Piers, wharves and docks;
 - **g.** Beach or diving platforms or appurtenances;
 - h. Retaining walls; and
 - i. Walks, roadways and other paved surfaces;

if the collapse is caused by a cause of loss listed in **2.b.** through **2.f.**, we will pay for loss or damage to that property only if:

- Such loss or damage is a direct result of the collapse of a building insured under this Coverage Form;
 and
- **b.** The property is Covered Property under this Coverage Form.
- 4. If personal property abruptly falls down or caves in and such collapse is not the result of collapse of a building, we will pay for loss or damage to Covered Property caused by such collapse of personal property only if:
 - The collapse was caused by a Cause of Loss listed in 2.a. through 2.f. above;
 - **b.** The personal property which collapses is inside a building; and
 - c. The property which collapses is not of a kind listed in 3. above, regardless of whether that kind of property is considered to be personal property or real property.

The coverage stated in this Paragraph 4. does not apply to personal property if marring and/or scratching is the only damage to that personal property caused by the collapse.

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Collapse of personal property does not mean cracking, bulging, sagging, bending, leaning, settling, shrinkage or expansion.

- This Additional Coverage Collapse, will not increase the Limits of Insurance provided in this Coverage Part.
- E. Additional Coverage Limited Coverage For "Fungus", Wet Rot, Dry Rot And Bacteria
 - 1. The coverage described in E.2. and E.6. only applies when the "fungus", wet or dry rot or bacteria is the result of one or more of the following causes that occurs during the policy period and only if all reasonable means were used to save and preserve the property from further damage at the time of and after that occurrence.
 - **a.** A "specified cause of loss" other than fire or lightning; or
 - b. Flood, if the Flood Coverage Endorsement applies to the affected premises.
 - We will pay for loss or damage by "fungus", wet or dry rot or bacteria. As used in this Limited Coverage, the term loss or damage means:
 - a. Direct physical loss or damage to Covered Property caused by "fungus", wet or dry rot or bacteria, including the cost of removal of the "fungus", wet or dry rot or bacteria;
 - b. The cost to tear out and replace any part of the building or other property as needed to gain access to the "fungus", wet or dry rot or bacteria; and
 - c. The cost of testing performed after removal, repair, replacement or restoration of the damaged property is completed, provided there is a reason to believe that "fungus", wet or dry rot or bacteria are present.
 - 3. The coverage described under E.2. of this Limited Coverage is limited to \$15,000. Regardless of the number of claims, this limit is the most we will pay for the total of all loss or damage arising out of all occurrences of "specified causes of loss" (other than fire or lightning) and Flood which take place in a 12-month period (starting with the beginning of the present annual policy period). With respect to a particular occurrence of loss which results in "fungus", wet or dry rot or bacteria, we will not pay more than a

- total of \$15,000 even if the "fungus", wet or dry rot or bacteria continues to be present or active, or recurs, in a later policy period.
- 4. The coverage provided under this Limited Coverage does not increase the applicable Limit of Insurance on any Covered Property. If a particular occurrence results in loss or damage by "fungus", wet or dry rot or bacteria, and other loss or damage, we will not pay more, for the total of all loss or damage, than the applicable Limit of Insurance on the affected Covered Property.

If there is covered loss or damage to Covered Property, not caused by "fungus", wet or dry rot or bacteria, loss payment will not be limited by the terms of this Limited Coverage, except to the extent that "fungus", wet or dry rot or bacteria causes an increase in the loss. Any such increase in the loss will be subject to the terms of this Limited Coverage.

- 5. The terms of this Limited Coverage do not increase or reduce the coverage provided under Paragraph F.2. (Water Damage, Other Liquids, Powder Or Molten Material Damage) of this Causes Of Loss Form or under the Additional Coverage -Collapse.
- 6. The following, 6.a. or 6.b., applies only if Business Income and/or Extra Expense coverage applies to the described premises and only if the "suspension" of "operations" satisfies all terms and conditions of the applicable Business Income and/or Extra Expense coverage form.
 - a. If the loss which resulted in "fungus", wet or dry rot or bacteria does not in itself necessitate a "suspension" of "operations", but such "suspension" is necessary due to loss or damage to property caused by "fungus", wet or dry rot or bacteria, then our payment under Business Income and/or Extra Expense is limited to the amount of loss and/or expense sustained in a period of not more than 30 days. The days need not be consecutive.
 - b. If a covered "suspension" of "operations" was caused by loss or damage other than "fungus", wet or dry rot or bacteria but remediation of "fungus", wet or dry rot or bacteria prolongs the "period of restoration", we will pay for loss and/or expense sustained during the delay



(regardless of when such a delay occurs during the "period of restoration"), but such coverage is limited to 30 days. The days need not be consecutive.

F. Additional Coverage Extensions

1. Property In Transit.

This Extension applies only to your personal property to which this form applies.

- a. You may extend the insurance provided by this Coverage Part to apply to your personal property (other than property in the care, custody or control of your salespersons) in transit more than 100 feet from the described premises. Property must be in or on a motor vehicle you own, lease or operate while between points in the coverage territory.
- **b.** Loss or damage must be caused by or result from one of the following causes of loss:
 - (1) Fire, lightning, explosion, windstorm or hail, riot or civil commotion, or vandalism.
 - (2) Vehicle collision, upset or overturn. Collision means accidental contact of your vehicle with another vehicle or object. It does not mean your vehicle's contact with the road bed.
 - (3) Theft of an entire bale, case or package by forced entry into a securely locked body or compartment of the vehicle. There must be visible marks of the forced entry.
- **c.** The most we will pay for loss or damage under this Extension is \$5000.

This Coverage Extension is additional insurance. The Additional Condition, Coinsurance, does not apply to this Extension.

2. Water Damage, Other Liquids, Powder Or Molten Material Damage.

If loss or damage caused by or resulting from covered water or other liquid, powder or molten material damage loss occurs, we will also pay the cost to tear out and replace any part of the building or structure to repair damage to the system or appliance from which the water or other substance escapes. This Coverage Extension does not increase the Limit of Insurance.

3 Glass

- a. We will pay for expenses incurred to put up temporary plates or board up openings if repair or replacement of damaged glass is delayed.
- b. We will pay for expenses incurred to remove or replace obstructions when repairing or replacing glass that is part of a building. This does not include removing or replacing window displays.

This Coverage Extension, **F.3.**, does not increase the Limit of Insurance.

G. Definitions

- "Fungus" means any type or form of fungus, including mold or mildew, and any mycotoxins, spores, scents or byproducts produced or released by fungi.
- 2. "Specified Causes of Loss" means the following: Fire; lightning; explosion; windstorm or hail; smoke; aircraft or vehicles; riot or civil commotion; vandalism; leakage from fire extinguishing equipment; sinkhole collapse; volcanic action; falling objects; weight of snow, ice or sleet; water damage.
 - a. Sinkhole collapse means the sudden sinking or collapse of land into underground empty spaces created by the action of water on limestone or dolomite. This cause of loss does not include:
 - (1) The cost of filling sinkholes; or
 - (2) Sinking or collapse of land into man-made underground cavities
 - **b.** Falling objects does not include loss or damage to:
 - (1) Personal property in the open; or
 - (2) The interior of a building or structure, or property inside a building or structure, unless the roof or an outside wall of the building or structure is first damaged by a falling object.
 - c. Water damage means accidental discharge or leakage of water or steam as the direct result of the breaking apart or cracking of a plumbing, heating, air conditioning or other system or appliance (other than a sump system including its related equipment and parts), that is located on the described premises and contains water or steam.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WATER EXCLUSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART STANDARD PROPERTY POLICY

A. The exclusion in Paragraph B. replaces the Water Exclusion in this Coverage Part or Policy.

B. Water

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- Flood, surface water, waves (including tidal wave and tsunami), tides, tidal water, overflow of any body of water, or spray from any of these, all whether or not driven by wind (including storm surge);
- 2. Mudslide or mudflow;
- Water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;
- **4.** Water under the ground surface pressing on, or flowing or seeping through:
 - **a.** Foundations, walls, floors or paved surfaces;
 - **b.** Basements, whether paved or not; or
 - c. Doors, windows or other openings; or

Waterborne material carried or otherwise moved by any of the water referred to in Paragraph 1., 3. or 4., or material carried or otherwise moved by mudslide or mudflow.

This exclusion applies regardless of whether any of the above, in Paragraphs 1. through 5., is caused by an act of nature or is otherwise caused. An example of a situation to which this exclusion applies is the situation where a dam, levee, seawall or other boundary or containment system fails in whole or in part, for any reason, to contain the water.

But if any of the above, in Paragraphs 1. through 5., results in fire, explosion or sprinkler leakage, we will pay for the loss or damage caused by that fire, explosion or sprinkler leakage (if sprinkler leakage is a Covered Cause of Loss).



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EQUIPMENT BREAKDOWN ENHANCEMENT ENDORSEMENT- SPECIAL FORM

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM
BUILDERS RISK COVERAGE FORM
CONDOMINIUM ASSOCIATION COVERAGE FORM
CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM
CAUSES OF LOSS - SPECIAL FORM

I. The following change applies to the BUILDING AND PERSONAL PROPERTY COVERAGE FORM, the BUILDERS RISK COVERAGE FORM, the CONDOMINIUM ASSOCIATION COVERAGE FORM and the CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM:

The following wording is added under the Pollutant Clean Up And Removal Additional Coverage:

A. Coverage

- 4. Additional Coverages
 - d. Pollutant Clean Up And Removal

We will pay for the pollutant clean up and removal for loss resulting from an **Equipment Breakdown.** The most we will pay for the pollutant clean up and removal is \$25,000 unless a higher limit is provided by an endorsement to the property form for which this endorsement is attached. In that case, whichever limit is greater will apply.

II. The following change applies to the BUILDING AND PERSONAL PROPERTY COVERAGE FORM and the CONDOMINIUM ASSOCIATION COVERAGE FORM:

The following Additional Condition is added:

F. Additional Conditions

3. Suspension

Whenever Covered Property is found to be in, or exposed to, a dangerous condition, any of our representatives may immediately suspend the insurance against loss to that Covered Property for the perils covered by this endorsement. Coverage can be suspended and possibly reinstated by delivering or mailing a written notice of suspension/coverage reinstatement to:

- a. Your last known address; or
- **b.** The address where the property is located.

If we suspend your insurance, you will get a pro rata refund of premium. But the suspension will be effective even if we have not yet made or offered a refund.

4. Inspections and Surveys

- **a.** We have the right to:
 - (1) Make inspections and surveys at any time;
 - (2) Give you reports on the conditions we find: and
 - (3) Recommend changes.
- b. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:

- (2) Comply with laws, regulations, codes or standards.
- **c.** Paragraphs a. and b. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
- **d.** Paragraph b. of this condition does not apply to any inspections, surveys, reports, or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.
- **e.** If Covered Property requires inspection to comply with state or municipal boiler and pressure vessel regulations, we agree to perform such inspection on your behalf.
- III. The following change applies to the BUILDERS RISK COVERAGE FORM:

The following Additional Condition is added:

F. Additional Conditions

5. Suspension

Whenever Covered Property is found to be in, or exposed to, a dangerous condition, any of our representatives may immediately suspend the insurance against loss to that Covered Property for the perils covered by this endorsement. Coverage can be suspended and possibly reinstated by delivering or mailing a written notice of suspension/coverage reinstatement to:

- a. Your last known address; or
- **b.** The address where the property is located.

If we suspend your insurance, you will get a pro rata refund of premium. But the suspension will be effective even if we have not yet made or offered a refund.

IV. The following change applies to the CONDOMINIUM COMMERCIAL UNIT-OWNERS COVERAGE FORM:

The following Additional Condition is added:

F. Additional Conditions

Suspension

Whenever Covered Property is found to be in, or exposed to, a dangerous condition, any of our representatives may immediately suspend the insurance against loss to that Covered Property for the perils covered by this endorsement. Coverage can be suspended and possibly reinstated by delivering or mailing a written notice of suspension/coverage reinstatement to:

- a. Your last known address; or
- **b.** The address where the property is located.

If we suspend your insurance, you will get a pro rata refund of premium. But the suspension will be effective even if we have not yet made or offered a refund.

V. The following changes apply to the CAUSES OF LOSS - SPECIAL FORM:

B. Exclusions

As respects to the coverage provided by this endorsement **Exclusion 1.e. Utility Services,** is replaced by the following:

1. e. Utility Services

Loss resulting from **Equipment Breakdown** to power supplied from utility, landlord, or other services supplied to the described premises, however caused, if the failure occurs beyond 1,000 feet from the described premises. Failure includes lack of sufficient capacity and reduction in supply.

But if failure of power or other utility service results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.

However, we will not pay for any loss, damage, cost or expense directly caused by, contributed to by, resulting from or arising out of the following causes of loss:



of

Fire, lightning, combustion explosion, windstorm or hail, weight of snow, ice or sleet, falling objects, smoke, aircraft or vehicles, riot or civil commotion, vandalism, sinkhole collapse, volcanic action, leakage from fire extinguishing equipment, water damage, earth movement and flood.

This exclusion does not apply to the Business Income coverage or to Extra Expense coverage. Instead the Special Exclusion in paragraph **B.4.a.(1)** applies to these coverages.

The most we will pay for loss or damage under this coverage is \$250,000 unless a higher limit is provided by an endorsement to the property form for which this endorsement is attached. In that case, whichever limit is greater will apply.

The following **Exclusions** are removed:

- **2.a.** Artificially generated electrical current, including electric arcing, that disturbs electrical devices, appliances or wires.
 - But if artificially generated electrical current results in fire, we will pay for the loss or damage caused by that fire.
- 2.d.(6) Mechanical breakdown, including rupture or bursting caused by centrifugal force.
 - But if mechanical breakdown results in a Covered Cause of Loss, we will pay for the loss or damage caused by that Covered Cause of Loss.
- **2.e.** Explosion of steam boilers, steam pipes, steam engines or steam turbines owned or leased by you, or operated under your control.
 - But if explosion of steam boilers, steam pipes, steam engines or steam turbines results in fire or combustion explosion, we will pay for the loss or damage caused by that fire or combustion explosion.

As respect to the coverage provided by this endorsement subparagraph (1) under a. of section 4. Special Exclusion a. is changed to read as follows:

4. Special Exclusions

a. Business Income (And Extra Expense) Coverage Form, Business Income (Without Extra Expense) Coverage Form or Extra Expense Coverage Form

Loss resulting from Equipment Breakdown, we will not pay for:

(1) Any loss caused directly or indirectly by the failure of power supplied from utility, landlord, or other services supplied to the described premises, however caused, if the failure occurs beyond 1,000 feet of the described premises. Failure includes lack of sufficient capacity and reduction in supply.

But if the failure of power or other utility service results in a Covered Cause of Loss, we will pay for the loss resulting from that Covered Cause of Loss.

However, we will not pay for any loss, damage, cost or expense directly caused by, contributed to by, resulting from or arising out of the following causes of loss:

Fire, lightning, combustion explosion, windstorm or hail, weight of snow, ice or sleet, falling objects, smoke, aircraft or vehicles, riot or civil commotion, vandalism, sinkhole collapse, volcanic action, leakage from fire extinguishing equipment, water damage, earth movement and flood.

The most we will pay for loss or damage under this coverage is \$250,000 unless a higher limit is provided by an endorsement to the property form for which this endorsement is attached. In that case, whichever limit is greater will apply.

C. Limitations

As respects to the coverage provided by this endorsement, the following Limitations are removed:

- **1.a.** Steam boilers, steam pipes, steam engines, or steam turbines caused by or resulting from any condition or event inside such equipment.
 - But we will pay for loss of or damage to such equipment caused by or resulting from an explosion of gases or fuel within the furnace of any fired vessel or within the flues or passages through which the gases of combustion pass.
- **1.b.** Hot water boilers or other water heating equipment caused by or resulting from any condition or event inside such boilers or equipment, other than any explosion.

The following Additional Coverage Extensions are added:

4. Expediting Expenses

We will pay for the expediting expense loss resulting from an **Equipment Breakdown** with respect to your damaged Covered Property. We will pay the reasonable extra cost to:

- a. Make temporary repairs;
- b. Expedite permanent repairs; and
- c. Expedite permanent replacement.

Reasonable extra cost shall mean "the extra cost of temporary repair and of expediting the repair of such damaged equipment of the insured, including overtime and the extra cost of express or other rapid means of transportation" which will be a part of and not in addition to the limit per loss.

5. Refrigerant Contamination

Contamination by a refrigerant resulting from **Equipment Breakdown** with respect to your damaged Covered Property to refrigerating, cooling or humidity control equipment at the described premises.

The most we will pay for loss or damage under this coverage is \$25,000 unless a higher limit is provided by an endorsement to the property form for which this endorsement is attached. In that case, whichever limit is greater will apply.

6. Spoilage Coverage

Any other consequential loss, except that we will pay for loss of perishable goods due to spoilage resulting from lack of power, light, heat, steam or refrigeration caused by **Equipment Breakdown** to types of property covered by this policy, that are:

- (1) located on or within 1,000 feet of your described premises;
- (2) owned by the building owner at your described premises, or owned by a public utility; and
- (3) used to supply telephone, electricity, air conditioning, heating, gas, water or steam to your described premises.

However, we will not pay for any loss, damage, cost or expense directly caused by, contributed to by, resulting from or arising out of the following causes of loss:

Fire, lightning, combustion explosion, windstorm or hail, weight of snow, ice or sleet, falling objects, smoke, aircraft or vehicles, riot or civil commotion, vandalism, sinkhole collapse, volcanic action, leakage from fire extinguishing equipment, water damage, earth movement and flood.

The most we will pay for loss or damage under this coverage is \$25,000 unless a higher limit is provided by an endorsement to the property form for which this endorsement is attached. In that case, whichever limit is greater will apply.

7. Data Restoration

We will pay you the cost to research, replace and restore data, including programs and operating systems, that is lost or corrupted due to the cause of loss provided by this endorsement. This coverage is provided up to a Data Restoration coverage limit of \$100,000. This limit is part of and not in addition to the policy limits.

8. Environmental, Safety and Efficiency Improvements

If Covered Property requires replacement due to a loss covered by this endorsement, we will pay your additional cost to replace with equipment that is better for the environment, safer or more efficient than the equipment being replaced.

However, we will not pay more than 125% of what the cost would have been to repair or replace with like kind and quality. This coverage does not increase any of the applicable limits. This coverage does not apply to any property indicated as being valued on an Actual Cash Value.



If a building that is Covered Property is damaged by a loss covered by this endorsement and the loss is increased by enforcement of any ordinance or law in force at the time of the **Equipment Breakdown** that regulates the construction or repair of buildings, or establishes zoning or land use requirements, we will pay for the following additional costs to comply with such ordinance or law:

- (1) Your actual expenditures for the cost to demolish and clear the site of undamaged parts.
- (2) Your actual expenditures for increased costs to repair, rebuild or construct the building. If the building is repaired or rebuilt, it must be intended for similar use or occupancy as the current building, unless otherwise required by zoning or land use ordinance or law.
- (3) Your loss as described in Business Income and Extra Expense coverages caused by loss covered in (1) or (2) above, if these coverages are indicated in the policy Declarations.

We will not pay for:

- (1) Any fine;
- (2) Any liability to a third party;
- (3) Any increase in loss due to a "hazardous substance"; or
- (4) Increased construction costs until the building is actually repaired or replaced.

The most we will pay for loss or damage under this coverage is \$100,000 unless a higher limit is provided by an endorsement to the property form for which this endorsement is attached. In that case, whichever limit is greater will apply.

G. Definitions

The following Definition "Specified Causes of Loss" has been added to as follows:

"Specified Causes of Loss" also means Equipment Breakdown.

Equipment Breakdown as used herein means:

- a. Physical loss or damage both originating within:
 - (1) Boilers, fired or unfired pressure vessels, vacuum vessels and pressure piping, all normally subject to vacuum or internal pressure other than static pressure of contents, excluding:
 - (a) waste disposal piping;
 - (b) any piping forming part of a fire protective system;
 - (c) furnaces: and
 - (d) any water piping other than:
 - (i) boiler feed water piping between the feed pump and the boiler;
 - (ii) boiler condensate return piping; or
 - (iii) water piping forming part of a refrigerating or air conditioning system used for cooling, humidifying or space heating purposes.
 - (2) All mechanical, electrical, electronic or fiber optic equipment; and
- **b.** Caused by, resulting from, or consisting of:
 - (1) Mechanical breakdown; or
 - (2) Electrical or electronic breakdown; or
 - (3) Rupture, bursting, bulging, implosion or steam explosion.
- c. Should covered electrical equipment require drying out as a result of a flood, we will reimburse only the direct expenses of such drying out, not the repair or replacement of the electrical equipment, subject to the Property Damage limit and the Property Damage deductible.

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However, Equipment Breakdown will not mean:

Physical loss or damage caused by or resulting from any of the following; however if loss or damage not otherwise excluded results, then we will pay for such resulting damage:

- (1) Wear and tear;
- (2) Rust or other corrosion, decay, deterioration, hidden or latent defect, mold or any other quality in property that causes it to damage or destroy itself;
- (3) Smog;
- (4) Settling, cracking, shrinking or expansion;
- (5) Nesting or infestation, or discharge or release of waste products or secretions, by birds, rodents or other animals;
- (6) Any accident, loss, damage, cost, claim, or expense, whether preventative, remedial, or otherwise, directly or indirectly arising out of or relating to the recognition, interpretation, calculation, comparison, differentiation, sequencing, or processing of data by any computer system including any hardware, programs or software; or
- (7) The following causes of loss to personal property:
 - (a) Dampness and dryness of atmosphere; or
 - (b) Marring and scratching.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

REMOVAL PERMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL PROPERTY COVERAGE PART

If Covered Property is removed to a new location that is added by endorsement to the policy subsequent to its original issue, you may extend this insurance to include that Covered Property at each location during the removal. Coverage at each location will apply in the proportion that the value at each location bears to the value of all Covered Property being removed. This permit applies up to 10 days after the effective date of the endorsement adding the new location; after that, this insurance does not apply at the previous location.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PROPERTY EXTENSION PLUS

This endorsement modifies insurance provided under the following:

BUILDING AND PERSONAL PROPERTY COVERAGE FORM CAUSES OF LOSS - SPECIAL FORM WATER EXCLUSION ENDORSEMENT

The following is a summary of increased limits of insurance and additional coverages provided by this endorsement. This endorsement is subject to the provisions of your policy which means that it is subject to all limitations and conditions applicable to this Coverage Part, Coverage Form and Causes of Loss - Special Form unless specifically deleted, replaced, or modified herein. Except as otherwise stated herein, this endorsement is applicable only to those premises described in the Declarations.

Coverage for loss of Business Income or Extra Expense, whether provided by this endorsement or elsewhere, does not apply if a loss is covered only as a result of this endorsement.

If loss or damage is covered elsewhere in this policy and under this endorsement, the amount payable under this endorsement will apply excess over that payable elsewhere in this policy unless otherwise stated. We will not pay more than the actual amount of the covered loss or damage.

Coverage Description	Liv	nit of Insurance	
Special Deductible Provision	Included		
Broadened Premises		Included	
Additional Covered Property		cluded	
Real Property of Others Required by Contract	\$	20,000 at any one location	
Debris Removal	\$	25,000 for each location, in an	
Bosho Romoval	Ψ	occurrence	
Preservation of Property	90	days	
Fire Department Service Charge (Not Applicable in Arizona)	\$	10,000 at any one location	
Pollutant Clean Up and Removal	\$	25,000 in each separate 12-month	
		period of this policy	
Electronic Data	\$	7,500 in any one policy year	
Arson or Theft Reward	\$	25,000 at any one location, regardless	
		of the number of persons	
		providing information	
Employee Dishonesty	\$	5,000 in any one "occurrence"	
Newly Acquired or Constructed Property	18	0 days	
Buildings	\$	500,000 at each building	
Business Personal Property	\$	250,000 at each building	
Personal Effects and Property of Others	\$	25,000 at each described premises	
Valuable Papers and Records (Other Than Electronic Data)	\$	25,000 at each described premises	
Property Off-Premises	\$	50,000 at any one location	
Electronic Data in Transit	\$	5,000 in any one policy year	
Outdoor Property	\$	25,000 in any one occurrence	
Accounts Receivable	\$	25,000 at any one location	
Fine Arts	\$	25,000 at any one location	
Fire Protective Devices	\$	25,000 in each separate 12-month	
		policy period	
Loss of Refrigeration	\$	25,000 at any one location	
Computer Equipment (Including Laptop/Portable Computers)	\$	30,000 at any one location	
Computer Equipment Extra Expense	\$	7,500 at any one location	
Lock Replacement	\$	2,500 in any one occurrence	



Coverage Description

Money and Securities

Inside the Premises
Outside the Premises

Utility Services Interruption - Direct Damage

Consequential Loss

Business Income and Extra Expense

Extended Business Income

Business Income - Newly Acquired Locations Utility Services Interruption - Business Income

Loss Adjustment Expenses

Foundations

Salespersons Samples

Appurtenant Structures

Buildings

Business Personal Property

Signs (Outdoor)

Special Valuation Provision

Manufacturers Selling Price

Brands and Labels

Waiver of Coinsurance on Losses \$10,000 or Less

Ordinance or Law

Undamaged Portion of Building

Demolition Cost & Increased Cost of Construction

Theft of Dies, Patterns, Molds and Forms

Property In Transit

Back-Up of Sewers or Drains

Water Seepage

Limit of Insurance

- \$ 5,000 in any one "occurrence"
- \$ 5,000 in any one "occurrence"
- \$ 25,000 at any one location
- \$ 25,000 at any one location
- \$ 50,000 at any one location

60 days 60 days

\$ 25,000 at any one location

\$ 5,000 at any one location

\$ 100,000 at any one location

\$ 5,000 for each salesperson, in any one occurrence

\$ 50,000 at any one location

\$ 5,000 at any one location

\$ 10,000 in any one occurrence

\$ 5,000

Included

\$ 25,000 at any one location

Included

Included in the Building Limit

\$ 200,000 Combined, at any one location Included in Business Personal Property Limit

\$ 10,000 in any one occurrence

\$ 25,000 at any one location

\$ 10,000 in any one policy year

A. The following is added to Section D. DEDUCTIBLE, of the BUILDING AND PERSONAL PROPERTY COVERAGE FORM:

Special Deductible Provision

From any loss or damage covered under this endorsement, we will deduct the amount of the Deductible shown in the Declarations that applies to the peril of fire, unless otherwise stated in this endorsement. In the event there is more than one different deductible on the policy applying to fire, the smallest such deductible will apply. The deductible shall apply separately to each occurrence.

B. The following changes apply to Section A. COVERAGE of the BUILDING AND PERSONAL PROPERTY COVERAGE FORM.

1. Broadened Premises

The words within 100 feet of the described premises in Paragraph A.1.a.(5)(b), Building; Paragraph A.1.b., Your Business Personal Property; Paragraph A.1.c.(2), Personal Property of Others; and Paragraph A.5., Coverage Extensions are deleted and replaced by within 1,000 feet of the described premises.

2. Additional Covered Property

The following are added to item a. Building of Paragraph A.1. Covered Property:

- (6) Bridges not exceeding 30 feet in length, roadways, walks, patios or other paved surfaces;
- (7) Retaining walls (except retaining walls two feet or higher used to contain water or protect against wave action or storm surges) that are not part of a building.

Additional Condition **F.1. Coinsurance** does not apply to bridges which qualify as Additional Covered Property under this endorsement.

Item I. of Paragraph A.2. Property Not Covered is deleted and replaced by the following:

I. Retaining walls two feet or higher used to contain water or protect against wave action or storm surges.

3. Real Property of Others Required by Contract

The following is added to item **b. Your Business Personal Property** of Paragraph **A.1. Covered Property**:

(8) Real Property including but not limited to building, doors and windows you are responsible for due to contract or lease agreement.

The most we will pay for loss or damage to covered property at any one location is \$20,000.

4. Debris Removal

The limit of insurance in item **a.(4) Debris Removal** of Paragraph **A.4. Additional Coverages** is increased from \$10,000 to \$25,000 for each location in any one occurrence.

5. Preservation of Property

The 30-day limitation in item **b.(2)** Preservation of Property of Paragraph A.4. Additional Coverages is increased to 90 days.

6. Fire Department Service Charge (Not Applicable in Arizona)

The limit of insurance in item c. Fire Department Service Charge of Paragraph A.4. Additional Coverages is increased from \$1,000 to \$10,000 at any one location.

7. Pollutant Clean Up and Removal

The limit of insurance in item **d. Pollutant Clean Up and Removal** of Paragraph **A.4. Additional Coverages** is increased from \$10,000 to \$25,000 during each separate 12-month period of the policy.

8. Electronic Data

The limit of insurance in item **f.(4) Electronic Data** of Paragraph **A.4. Additional Coverages** is increased from \$2,500 to \$7,500 in any one policy year.

9. The following are added to paragraph A.4 Additional Coverages:

Arson or Theft Reward

We will pay on behalf of the insured up to \$25,000 at any one location for information which leads to an arson conviction or theft conviction in connection with a fire loss or theft loss covered under the BUILDING AND PERSONAL PROPERTY COVERAGE FORM. Regardless of the number of persons involved in providing information, our liability under this Additional Coverage will not be increased.

No deductible applies to this Additional Coverage.

Employee Dishonesty

- (1) We will pay for direct loss of or damage to business personal property, including money and securities, resulting from dishonest acts committed by any of your "employees" acting alone, or in collusion with other persons (except you or your partner) with the manifest intent to:
 - (a) Cause you to sustain loss or damage; and
 - (b) Obtain financial benefit (other than salaries, commissions, fees, bonuses, promotions, awards, profit sharing, pensions or other employee benefits earned in the normal course of employment) for:
 - 1. Any "employee"; or
 - 2. Any other person or organization.
- (2) We will not pay for loss or damage:
 - (a) Resulting from any dishonest or criminal act that you or any of your partners commit whether acting alone or in collusion with other persons; or



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- (b) The only proof of which as to its existence or amount is dependent upon:
 - 1. An inventory computation; or
 - 2. A profit and loss computation.
- (3) The most we will pay for loss or damage in any one "occurrence" is \$5,000.
- (4) As respects this Additional Coverage, all loss or damage:
 - (a) Caused by one or more persons; or
 - (b) Involving a single act or series of related acts;

is considered one "occurrence."

- (5) If any loss is covered:
 - (a) Partly by this insurance; and
 - **(b)** Partly by any prior cancelled or terminated insurance that we or any affiliate had issued to you or any predecessor in interest,

the most we will pay is the larger amount recoverable under this insurance or the prior insurance.

- (6) We will pay for loss or damage you sustain through acts committed or events occurring during the Policy Period. Regardless of the number of years this policy remains in force or the number of premiums paid, no Limit of Insurance cumulates from year to year or period to period.
- (7) This Additional Coverage does not apply to the dishonest act of any "employee" that occurs after the discovery by:
 - (a) You; or
 - (b) Any of your partners, officers, directors or trustees not in collusion with the "employee" of any dishonest act committed by that "employee" whether before or after becoming employed by you.
- (8) We will pay only for covered loss or damage discovered no later than one year from the end of the Policy Period.
- (9) If you (or any predecessor in interest) sustained loss or damage during the period of any prior insurance that you could have recovered under that insurance except that the time within which to discover loss or damage had expired, we will pay for it under this Additional Coverage, provided:
 - (a) This Additional Coverage became effective at the time of cancellation or termination of the prior insurance; and
 - **(b)** The loss or damage would have been covered by this Additional Coverage had it been in effect when the acts or events causing the loss or damage were committed or occurred.
- (10) The insurance under paragraph (9) above is part of, not in addition to, the Limit of Insurance applying to this Additional Coverage and is limited to the lesser of the amount recoverable under:
 - (a) This Additional Coverage as of its effective date; or
 - (b) The prior insurance had it remained in effect.

Coverage provided under this Additional Coverage is subject to a Deductible equal to the Property Deductible shown in the Declarations.

"Employee" means:

- (a) Any natural person:
 - (1) While in your service and for 30 days after termination of service; and
 - (2) Whom you compensate directly by salary, wages or commissions; and
 - (3) Whom you have the right to direct and control while performing services for you; or
- **(b)** Any natural person employed by an employment contractor while that person is subject to your direction and control and performing services for you excluding, however, any such person while having care and custody of property outside the premises.

But "employee" does not mean any:

- (1) Agent, broker, factor, commission merchant, consignee, independent contractor or representative of the same general character; or
- (2) Director or trustee except while performing acts coming within the scope of the usual duties of an "employee.

10. Newly Acquired or Constructed Property

The limit of insurance in item **a.(1) Newly Acquired or Constructed Property - Buildings** of Paragraph **A.5. Coverage Extensions** is increased from \$250,000 to \$500,000 at each building.

The limit of insurance in item a.(2) Newly Acquired or Constructed Property - Your Business Personal Property of Paragraph A.5. Coverage Extensions is increased from \$100,000 to \$250,000 at each building.

The number of days in item a.(3)(b) Newly Acquired or Constructed Property - Period of Coverage of Paragraph A.5. Coverage Extensions is increased from 30 to 180 days.

11. Personal Effects and Property of Others

The last paragraph of item **b. Personal Effects and Property of Others** of Paragraph **A.5. Coverage Extensions** is deleted and replaced by the following:

The most we will pay for loss or damage under this Extension is \$25,000 at each premises described in the Declarations. Our payment for loss of or damage to personal property of others (including property of others held by you on consignment) will only be for the account of the owner of the property.

12. Valuable Papers and Records (Other Than Electronic Data)

The limit of insurance in item c.(4) Valuable Papers and Records (Other Than Electronic Data) of Paragraph A.5. Coverage Extensions is increased from \$2,500 to \$25,000 at each described premises.

13. Property Off-Premises

The limit of insurance in item **d.(3) Property Off-Premises** of Paragraph **A.5. Coverage Extensions** is increased from \$10,000 to \$50,000 at any one location.

The following is added to item d. Property Off-Premises of Paragraph A.5. Coverage Extensions:

(4) Coverage under this Extension is extended to cover electronic data in transit. Under this Extension, electronic data has the meaning described in the BUILDING AND PERSONAL PROPERTY COVERAGE FORM under Property Not Covered - Electronic Data. The most we will pay for loss or damage to electronic data under this Extension is \$5,000 for all loss or damage sustained in any one policy year, regardless of the number of occurrences of loss or damage or number of computer systems involved. This \$5,000 limit is part of and not in addition to the \$7,500 limit in Paragraph A.4.f. Electronic Data of the BUILDING AND PERSONAL PROPERTY COVERAGE FORM.

14. Outdoor Property

Item e. Outdoor Property of Paragraph A.5. Coverage Extensions is deleted and replaced by the following:

You may extend the insurance provided by this Coverage Form to apply to your outdoor fences, lighting, lighting standards, radio and television antennas, satellite dishes, playground equipment, scoreboards, trees, shrubs and plants (other than "stock" of trees, shrubs or plants), including debris removal expense, caused by or resulting from any of the Covered Causes of Loss.

The most we will pay for loss or damage under this Extension is \$25,000, but not more than \$500 for any one tree, shrub or plant. These limits apply to any one occurrence, regardless of the types or numbers of items lost or damaged in that occurrence.

Item q.(2) of Paragraph A.2. Property Not Covered is deleted and replaced by the following:

(2) Fences, radio or television antennas (including satellite dishes) and their lead-in wiring, masts or towers, trees, shrubs or plants (other than "stock" of trees, shrubs or plants), all except as provided in the Coverage Extensions.



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15. The following are added to Paragraph **A.5. Coverage Extensions**:

g. Accounts Receivable

We will pay:

- (1) All amounts due from your customers that you are unable to collect;
- (2) Interest charges on any loan required to offset amounts you are unable to collect pending our payment of these amounts;
- (3) Collection expenses in excess of your normal collection expenses that are made necessary by the loss or damage; and
- (4) Other reasonable expenses that you incur to re-establish your records of accounts receivable:

that result from a Covered Cause of Loss to your records of accounts receivable.

The most we will pay for loss at any one location under this Extension is \$25,000.

h. Fine Arts

You may extend the insurance that applies to Your Business Personal Property to apply to your fine arts and fine arts owned by others that are in your care, custody or control.

This Extension does not apply to loss or damage caused by or resulting from:

- (1) Any repairing, restoration or retouching process;
- (2) Insects, birds, rodents or other animals;
- (3) Wear and tear;
- (4) Rust, corrosion, fungus, decay, deterioration, hidden or latent defect or any quality in the property that causes it to damage or destroy itself;
- (5) Breakage of art glass windows, statuary, marbles, glassware, bric-a-brac, porcelains and similar fragile articles. But we will pay for loss or damage caused directly by fire, lightning, aircraft, theft or attempted theft, cyclone, tornado, windstorm, explosion, vandalism, or by accident to the vehicle carrying the property.

The most we will pay for loss or damage at any one location under this Extension is \$25,000. This Extension does not apply to fine arts at any fair or on exhibition.

i. Fire Protective Devices

You may extend the insurance provided by the BUILDING AND PERSONAL PROPERTY COV-ERAGE FORM to apply to recharging or refilling of your fire extinguishers or fire protective devices that are permanently installed in buildings at the premises described in the Declarations when such devices have been discharged by accident or after being used in fighting a fire. This Extension does not apply to periodic recharge or refilling.

The most we will pay under this Extension is \$25,000 for each separate 12-month period of this policy.

j. Loss of Refrigeration

You may extend the insurance provided by the BUILDING AND PERSONAL PROPERTY COV-ERAGE FORM to apply to direct physical loss of or damage to property owned by you and used in your business or owned by others and in your care, custody or control, contained in any refrigeration or cooling apparatus or equipment resulting from:

- (1) The fluctuation or total interruption of electrical power, either on or off the described premises, due to conditions beyond your control; or
- (2) Mechanical failure of any refrigeration or cooling apparatus or equipment (on premises).

The most we will pay for loss or damage at any one location under this Extension is \$25,000.

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You may extend the insurance that applies to Your Business Personal Property to apply to loss or damage to "computer equipment" owned by you or similar property of others in your care, custody or control for which you are legally liable, caused by a Covered Cause of Loss.

You may extend the insurance that applies to Your Business Personal Property to apply to loss or damage to "laptop/portable computers" owned by you and in your care, custody and control or in the care, custody or control of your employee.

(1) Property Not Covered

We will not cover the following kinds of property under this Extension:

- (a) Property which you rent or lease to others;
- (b) Software or other electronic data;
- (c) Accounts, bills, evidences of debt, valuable papers, records, abstracts, deeds, manuscripts, program documentation or other documents.
- (d) "Computer equipment" held for sale by you;
- (e) "Computer equipment" of others on which you are performing repairs or work;
- (f) "Computer equipment" that is part of any:
 - (i) Production or processing equipment (such as CAD, CAM or CNC machines);
 - (ii) Equipment used to maintain or service your building (such as heating, ventilating, cooling or alarm systems); or
 - (iii) Communication equipment (such as telephone systems).
- (g) Property that is covered under another coverage form of this or any other policy in which such property is more specifically described, except for the excess of the amount due (whether you can collect on it or not) from that other insurance.
- (2) Property In Transit

We will pay for your "computer equipment", or "laptop/portable computer" while in transit.

- (3) Section B. Exclusions, 1.b. Earth Movement of the CAUSES OF LOSS SPECIAL FORM, as respects A.5.k. Computer Equipment, is deleted in its entirety.
- (4) Section B. Exclusions, 1.e. Utility Services of the CAUSES OF LOSS SPECIAL FORM, as respects A.5.k. Computer Equipment, is deleted in its entirety.
- (5) Section B. Exclusions, 1.g. Water of the CAUSES OF LOSS SPECIAL FORM, as respects **A.5.k. Computer Equipment,** is deleted in its entirety.
- (6) The artificially generated electrical current exclusion, Item B.2.a. of the CAUSES OF LOSS - SPECIAL FORM, as respects A.5.k. Computer Equipment, is deleted in its entirety.
- (7) The mechanical breakdown exclusion, Item B.2.d.(6) of the CAUSES OF LOSS SPECIAL FORM, as respects A.5.k. Computer Equipment, is deleted and replaced by the following:
 - (6) Mechanical breakdown, failure or derangement, except:
 - (a) This exclusion does not apply for the accidental loss or damage caused by a resulting fire or explosion.
 - (b) This exclusion does not apply if any of the above is sudden and accidental and manifests itself by physical damage to "computer equipment" which requires repair or replacement.
- (8) Loss Payment will be determined as follows:

"Computer equipment" or "laptop/portable computers"

We will pay the least of the following amounts:

The cost of reasonably restoring that property to its condition immediately before the loss or damage; or

(ii) The cost of replacing that property with identical property of comparable material and quality and used for the same purpose.

However, when repair or replacement with identical property is not possible, we will pay the cost to replace that property with similar property capable of performing the same functions.

If not repaired or replaced, the property will be valued at its actual cash value.

"Computer Equipment" means a network of electronic machine components capable of accepting information, processing it according to instructions and producing the results in a desired form.

"Laptop/Portable Computers" means "computer equipment" and accessories that are designed to function with it that can easily be carried and is designed to be used at more than one location.

The most we will pay under this Extension for loss or damage to "computer equipment" including "laptop/portable computers" at any one location is \$30,000. This Extension also applies to "laptop/portable computers" which are away from the described premises.

I. Computer Equipment Extra Expense

We will pay the necessary operating expenses over and above your normal cost of operating your "computer equipment" that you incur due to direct physical loss of or damage to your "computer equipment" caused by or resulting from any Covered Cause of Loss. We will pay the necessary operating expenses from the date of loss until:

- (1) The equipment is repaired or replaced and normal operation resumes; or
- (2) The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
- (3) The limit of insurance applicable to this Extension is exhausted.

You must resume your normal business operations as soon as possible following any loss or damage.

"Computer equipment" means a network of electronic machine components capable of accepting information, processing it according to instructions and producing the results in a desired form.

The most we will pay at any one location under this Extension is \$7,500.

m. Lock Replacement

You may extend the insurance provided by the BUILDING AND PERSONAL PROPERTY COV-ERAGE FORM to apply to replacement of locks necessitated by theft of Covered Property or theft of keys from the premises described in the Declarations.

The most we will pay for loss under this Coverage Extension is \$2,500 in any one occurrence.

n. Money and Securities

- (1) You may extend the insurance that applies to Your Business Personal Property to apply to loss of "money" and "securities" used in your business while at a bank or savings institution, within your living quarters or the living quarters of your partners or any employee having use and custody of the property, at the described premises, or in transit between any of these places, resulting directly from:
 - (a) Theft, meaning any act of stealing;
 - (b) Disappearance; or
 - (c) Destruction.
- (2) In addition to the Limitations and Exclusions applicable to property coverage, we will not pay for loss:
 - (a) Resulting from accounting or arithmetical errors or omissions;
 - (b) Due to the giving or surrendering of property in any exchange or purchase; or
 - **(c)** Of property contained in any money-operated device unless the amount of "money" deposited in it is recorded by a continuous recording instrument in the device.

- (3) The most we will pay for loss in any one occurrence is:
 - (a) \$5,000 for Inside the Premises for "money" and "securities" while:
 - (i) In or on the described premises; or
 - (ii) Within a bank or savings institution; and
 - (b) \$5,000 for Outside the Premises for "money" and "securities" while anywhere else.
- (4) As respects this Additional Coverage all loss:
 - (a) Caused by one or more persons; or
 - (b) Involving a single act or series of related acts;

is considered one "occurrence."

- (5) You must keep records of all "money" and "securities" so we can verify the amount of any loss or damage.
- (6) "Money" means:
 - (a) Currency, coins and bank notes in current use and having a face value; and
 - (b) Travelers checks, register checks and money orders held for sale to the public.
- (7) "Securities" means negotiable and non-negotiable instruments or contracts representing either "money" or other property and includes:
 - (a) Tokens, tickets, revenue and other stamps (whether represented by actual stamps or unused value in a meter) in current use; and
 - (b) Evidences of debt issued in connection with credit or charge cards, which cards are not issued by you;

but does not include "money".

o. Utility Services Interruption - Direct Damage

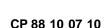
You may extend the insurance provided by the BUILDING AND PERSONAL PROPERTY COV-ERAGE FORM to apply to loss of or damage to Covered Property caused by an interruption in utility service to the described premises. The interruption in utility service must result from direct physical loss or damage by a Covered Cause of Loss to the following property not on the described premises:

- (1) Water Supply Services, meaning the following types of property supplying water to the described premises:
 - (a) Pumping stations; and
 - (b) Water mains.
- (2) Communication Supply Services, meaning property supplying communication services, including telephone, radio, microwave or television services to the described premises, such as:
 - (a) Communication transmission lines, including optic fiber transmission lines;
 - (b) Coaxial cables; and
 - (c) Microwave radio relays except satellites.

It does not include above ground communication lines.

- (3) Power Supply Services, meaning the following types of property supplying electricity, steam or gas to the described premises:
 - (a) Utility generating plants;
 - (b) Switching stations;
 - (c) Substations:
 - (d) Transformers; and
 - (e) Transmission lines.

It does not include above ground transmission or distribution lines.



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This Extension does not apply to loss of or damage to property owned by you and used in your business or owned by others and in your care, custody or control, contained in any refrigeration or cooling apparatus or equipment, resulting from:

- (a) The fluctuation or total interruption of electrical power, either on or off the described premises, due to conditions beyond your control; or
- (b) Mechanical failure of any refrigeration or cooling apparatus or equipment.

The most we will pay at any one location under this Extension is \$25,000.

p. Consequential Loss

We will pay up to \$25,000 at any one location for the consequential loss of undamaged business personal property.

Consequential Loss, as described in this Coverage Extension is the loss of value of an undamaged part or parts of a product which becomes unmarketable. It must be unmarketable due to a physical loss or damage caused by a Covered Cause of Loss to another part or parts of the same product.

q. Business Income and Extra Expense

Unless amended by endorsement elsewhere in this policy, "Period of Restoration" means the period of time as defined in this Coverage Extension

Business Income

We will pay for the actual loss of Business Income you sustain due to the necessary "suspension" of your "operations" during the "period of restoration." The "suspension" must be caused by direct physical loss of or damage to your covered Building or Business Personal Property at premises which are described in the Declarations. The loss or damage must be caused by or result from a Covered Cause of Loss. With respect to loss of or damage to Business Personal Property in the open or in a vehicle, the described premises includes the area within 1,000 feet of the site at which the described premises are located.

If you are a tenant, your premises are the portion of the building which you rent, lease or occupy, including:

- (i) All routes within the building to gain access to the described premises; and
- (ii) Your Business Personal Property in the open (or in a vehicle) within 1,000 feet.

The COINSURANCE Additional Condition does not apply as respects this Coverage Extension. Business Income means the:

- (a) Net Income (net profit or loss before income taxes) that would have been earned or incurred, including "Rental Value"; and
- (b) Continuing normal operating expenses incurred, including payroll.

For manufacturing risks, Net Income includes the net sales value of production.

Extra Expense

We will pay the actual and necessary Extra Expense you incur due to direct physical loss of or damage to the property at the premises described in the Declarations, including Business Personal Property in the open or in a vehicle, within 1,000 feet of the premises, caused by or resulting from a Covered Cause of Loss.

If you are a tenant, your premises are the portion of the building which you rent, lease or occupy, including:

- (i) All routes within the building to gain access to the described premises; and
- (ii) Your personal property in the open (or in a vehicle) within 1,000 feet.

Extra Expense means necessary expenses you incur during the "period of restoration" that you would not have incurred if there had been no direct physical loss or damage to property. Coverage pertains to expenses which are incurred to:

- (a) Avoid or minimize the "suspension" of business and to continue "operations":
 - 1. At the described premises; or

- 2. At replacement premises or at temporary locations, including:
 - (a) Relocation expenses; or
 - (b) Costs to equip and operate the replacement or temporary locations.
- (b) Minimize the "suspension" of business if you cannot continue "operations."
- (c) To repair or replace any property
- (d) To research, replace or restore the lost information on damaged valuable papers and records:

to the extent it reduces the amount of loss that otherwise would have been payable under this Coverage Extension.

Extended Business Income

(1) Business Income Other Than "Rental Value"

If the necessary "suspension" of your "operations" produces a Business Income loss payable under this policy, we will pay for the actual loss of Business Income you incur during the period that:

- Begins on the date property (except "finished stock") is actually repaired, rebuilt or replaced and "operations" are resumed; and
- (b) Ends on the earlier of:
 - The date you could restore your "operations", with reasonable speed, to the level which would generate the business income amount that would have existed if no direct physical loss or damage had occurred; or
 - (ii) 60 consecutive days after the date determined in (a) above.

However, this Extended Business Income does not apply to loss of Business Income incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the described premises are located.

Loss of Business Income must be caused by direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss.

(2) "Rental Value"

If the necessary "suspension" of your "operations" produces a "Rental Value" loss payable under this policy, we will pay for the actual loss of "Rental Value" you incur during

- Begins on the date property is actually repaired, rebuilt or replaced and tenantabili ty is restored: and
- **(b)** Ends on the earlier of:
 - The date you could restore tenant occupancy, with reasonable speed, to the level which would generate the "Rental Value" that would have existed if no direct physical loss or damage had occurred; or
 - (ii) 60 consecutive days after the date determined in (2)(a) above.

However, this Extended Business Income does not apply to loss of "Rental Value" incurred as a result of unfavorable business conditions caused by the impact of the Covered Cause of Loss in the area where the described premises are located.

Loss of "Rental Value" must be caused by direct physical loss or damage at the described premises caused by or resulting from any Covered Cause of Loss.

Newly Acquired Locations

- You may extend the Business Income and Extra Expense Coverages provided by this endorsement to apply to property at any location you acquire other than fairs or exhibitions.
- Insurance under this Extension for each newly acquired location will end when any of the following first occurs:
 - (1) This policy expires;



- (2) 60 days expire after you acquire or begin to construct the property; or
- (3) You report values to us.

We will charge you additional premium for values reported from the date you acquire the property.

The following definitions are added as respects this Coverage Extension:

- (1) "Finished Stock" means stock you have manufactured.
 - "Finished stock" also includes whiskey and alcoholic products being aged, unless there is a Coinsurance percentage shown for Business Income in the Declarations.
 - "Finished stock" does not include stock you have manufactured that is held for sale on the premises of any retail outlet insured under this Coverage Part.
- (2) "Operations" means the type of your business activities occurring at the described premises
- (3) Unless amended by endorsement elsewhere in this policy, "Period of Restoration" means the period of time that:
 - (a) Begins:
 - 72 hours after the time of direct physical loss or damage for Business Income coverage; or
 - (ii) Immediately after the time of direct physical loss or damage for Extra Expense coverage;

caused by or resulting from a Covered Cause of Loss at the described premises; and

- (b) Ends on the earlier of:
 - (i) The date when the property at the described premises should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
 - (ii) The date when business is resumed at a new permanent location.

"Period of restoration" does not include any increased period required due to the enforcement of any ordinance or law that:

- (a) Regulates the construction, use or repair, or requires the tearing down of any property; or
- **(b)** Requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".

The expiration date of this policy will not cut short the "period of restoration."

- (4) "Pollutants" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
- (5) "Rental Value" means Business Income that consists of:
 - a. Net Income (Net Profit or Loss before income taxes) that would have been earned or incurred as rental income from tenant occupancy of the premises described in the Declarations as furnished and equipped by you, including fair rental value of any portion of the described premises which is occupied by you; and
 - **b.** Continuing normal operating expenses incurred in connection with that premises, including:
 - (1) Payroll; and
 - (2) The amount of charges which are the legal obligation of the tenant(s) but would otherwise be your obligations.
- (6) "Suspension" means:
 - a. The slowdown or cessation of your business activities; or

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b. That a part or all of the described premises is rendered untenantable.

The most we will pay at any one location under this Extension (including Extended Business Income and Newly Acquired Locations) for the sum of Business Income loss and Extra Expense incurred is \$50,000.

Utility Services Interruption - Business Income

We will pay up to \$25,000 at any one location for the actual loss of Business Income you sustain at the described premises due to the necessary "suspension" of your "operations" during the "period of restoration" caused by an interruption in utility service to the described premises. The interruption in utility service must result from direct physical loss or damage by a Covered Cause of Loss to the following types of property located outside of a covered building described in the Declarations:

- (1) Water Supply Services, meaning the following types of property supplying water to the described premises:
 - (a) Pumping stations; and
 - **(b)** Water mains.
- (2) Communication Supply Services, meaning property supplying communication services, including telephone, radio, microwave or television services to the described premises, such as:
 - (a) Communication transmission lines, including optic fiber transmission lines;
 - (b) Coaxial cables; and
 - (c) Microwave radio relays except satellites.

It does not include above ground communication lines.

- (3) Power Supply Services, meaning the following types of property supplying electricity, steam or gas to the described premises:
 - (a) Utility generating plants;
 - **(b)** Switching stations;
 - (c) Substations:
 - (d) Transformers: and
 - (e) Transmission lines.

It does not include above ground transmission or distribution lines.

Coverage under this Extension does not apply to Business Income loss related to interruption in utility service which causes loss or damage to electronic data, including destruction or corruption of electronic data. The term electronic data has the meaning described in the BUILDING AND PERSONAL PROPERTY COVERAGE FORM under Property Not Covered - Electronic Data.

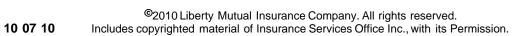
Business Income means the:

- (a) Net income (net profit or loss before income taxes) that would have been earned or incurred, including "Rental Value"; and
- (b) Continuing normal operating expenses incurred, including payroll.

For manufacturing risks, Net Income includes the net sales value of production.

Refer to the Business Income / Extra Expense Coverage Extension for the following definitions:

- (1) "Operations"
- (2) "Period of Restoration"
- (3) "Rental Value"
- (4) "Suspension"



s. Loss Adjustment Expenses

You may extend the insurance provided by the BUILDING AND PERSONAL PROPERTY COV-ERAGE FORM to apply to your expenses for preparation of loss data, including inventories and appraisals, in connection with any claim covered under this policy. We will not pay for expenses incurred in using the services of a public adjuster or an attorney.

The most we will pay at any one location under this Extension is \$5,000.

t. Foundations

You may extend the insurance that applies to BUILDING to apply to foundations of buildings, structures, machinery or boilers if their foundations are below:

- 1. The lowest basement floor; or
- 2. The surface of the ground, if there is no basement.

The most we will pay at any one location under this Extension is \$100,000. The COINSUR-ANCE Additional Condition does not apply as respects this Coverage Extension.

For purposes of this Coverage Extension only, item **g.** of Paragraph **A.2., Property Not Covered** of the BUILDING AND PERSONAL PROPERTY COVERAGE FORM is deleted and replaced by the following:

- **g.** Except as provided under the **Foundations** Coverage Extension, foundations of buildings, structures, machinery or boilers if their foundations are below:
 - (1) The lowest basement floor; or
 - (2) The surface of the ground, if there is no basement.

u. Salespersons Samples

You may extend the insurance that applies to Your Business Personal Property to apply to Salespersons' Samples of your stock in trade, including their containers, while they are in the care, custody or control of your sales representative(s), agent(s) or yourself while acting as a sales representative.

The most we will pay for loss to Salespersons Samples in any one occurrence is \$5,000 for property in the custody of any one salesperson.

v. Appurtenant Structures

If not otherwise covered by this policy, you may extend the insurance that applies to Building to apply to your storage buildings, your garages and your other appurtenant structures, except outdoor fixtures, at the premises described in the Declarations. The most we will pay at any one location for such loss or damage under this Extension is \$50,000.

If not otherwise covered by this policy, you may extend the insurance that applies to Your Business Personal Property to apply to such property in your storage buildings, your garages and your other appurtenant structures at the premises described in the Declarations. The most we will pay at any one location for such loss or damage under this Extension is \$5,000.

C. The second paragraph of Section C. LIMITS OF INSURANCE of the BUILDING AND PERSONAL PROP-ERTY COVERAGE FORM is deleted and replaced by the following:

Signs (Outdoor)

The most we will pay for loss or damage to outdoor signs, whether or not the sign is attached to a building, is \$10,000 per sign in any one occurrence.

D. The following changes are applicable to Section E. LOSS CONDITIONS of the BUILDING AND PER-SONAL PROPERTY COVERAGE FORM.

Special Valuation Provision

The limit of insurance in Paragraph 7.b. Valuation is increased from \$2,500 to \$5,000.

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The following is added to Paragraph 7. Valuation Loss Condition:

- f. We will determine the value of finished "stock" you manufacture, in the event of loss or damage, at:
 - (1) The selling price, as if no loss or damage occurred;
 - (2) Less discounts and expenses you otherwise would have had.

E. Brands and Labels

The following is added to Section **E. LOSS CONDITIONS**, of the BUILDING AND PERSONAL PROPERTY COVERAGE FORM:

Brands and Labels

If branded or labeled merchandise that is Covered Property is damaged by a Covered Cause of Loss, we may take all or any part of the property at an agreed or appraised value. If so, you may, at our expense:

- a. Stamp "salvage" on the merchandise or its containers, if the stamp will not physically damage the merchandise; or
- **b.** Remove the brands or labels, if doing so will not physically damage the merchandise. You must relabel the merchandise or its containers to comply with the law.

The most we will pay at any one location under this coverage is \$25,000.

F. Coinsurance

Section **F. ADDITIONAL CONDITIONS**, Paragraph **1. Coinsurance** of the BUILDING AND PERSONAL PROPERTY COVERAGE FORM applies only when the total loss or damage to all Covered Property in any one occurrence is greater than \$10,000.

G. Ordinance or Law

For purposes of this endorsement only, Paragraph **A.4.e. Increased Cost of Construction** of the BUILD-ING AND PERSONAL PROPERTY COVERAGE FORM is deleted.

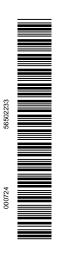
The following coverage is added:

- If a Covered Cause of Loss occurs to covered Building property, we will pay:
 - a. Coverage for Loss to the Undamaged Portion of the Building For the loss in value of the undamaged portion of that building as a consequence of enforcement of any ordinance or law that:
 - (i) Requires the demolition of parts of the same property not damaged by a Covered Cause of Loss;
 - (ii) Regulates the construction or repair of buildings, or establishes zoning or land use requirements at a described premises; and
 - (iii) Is in force at the time of loss.

Coverage for loss to the undamaged portion of the building is included within the Limit of Insurance shown in the Declarations as applicable to the covered building and does not increase the Limit of Insurance.

- b. Demolition Cost Coverage The cost to demolish and clear the site of undamaged parts of that property caused by the enforcement of building, zoning or land use ordinance or law. The COINSURANCE Additional Condition does not apply to this demolition cost coverage.
- c. Increased Cost of Construction Coverage The increased cost to:
 - (i) Repair or reconstruct damaged portions of that Building property; and/or
 - (ii) Reconstruct or remodel undamaged portions of that Building property, whether or not demolition is required;

when the increased cost is a consequence of enforcement of building, zoning or land use ordinance or law.



However:

- (i) This coverage applies only if the restored or remodeled property is intended for similar occupancy as the current property, unless such occupancy is not permitted by zoning or land use ordinance or law.
- (ii) We will not pay for the increased cost of construction if the building is not repaired, reconstructed or remodeled.

This coverage applies only to buildings to which the Replacement Cost Optional Coverage applies. The COINSURANCE Additional Condition does not apply to this increased cost of construction coverage.

The most we will pay at any one location under Demolition Cost Coverage and Increased Cost of Construction Coverage combined is \$200,000.

- 2. We will not pay the increased costs of construction under this coverage:
 - a. Until the property is actually repaired or replaced, at the same or another premises; and
 - **b.** Unless the repairs or replacement are made as soon as reasonably possible after the loss or damage, not to exceed two years. We may extend this period in writing during the two years.
- 3. We will not pay under this coverage for the costs associated with the enforcement of any ordinance or law which requires any insured or others to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of "pollutants".
- 4. We will not pay for loss due to any ordinance or law that:
 - a. You were required to comply with before the loss, even if the building was undamaged, and
 - b. You failed to comply with.

H. Theft of Dies, Patterns, Molds and Forms

Section **C. Limitations**, Paragraph **3.c.** of the CAUSES OF LOSS - SPECIAL FORM is deleted in its entirety.

I. Property In Transit

The 100-foot limitation in Paragraph 1.a. Property In Transit of Section F. Additional Coverage Extensions of the CAUSES OF LOSS - SPECIAL FORM is changed to 1,000 feet.

The limit of insurance in Paragraph 1.c. Property In Transit of Section F. Additional Coverage Extensions of the CAUSES OF LOSS - SPECIAL FORM is increased from \$5,000 to \$10,000 in any one occurrence.

The following is added to Paragraph 1. Property In Transit of Section F. Additional Coverage Extensions of the CAUSES OF LOSS - SPECIAL FORM:

d. This Coverage Extension does not apply to fine arts in transit as provided in item **h. Fine Arts** of Paragraph **B.15. Coverage Extensions** of endorsement CP 88 10.

J. Back-Up of Sewers or Drains

Paragraph **B.3. Water** of the WATER EXCLUSION ENDORSEMENT is deleted and replaced by the following:

Except as provided under the Back-Up of Sewers or Drains Additional Coverage Extension, water that backs up or overflows or is otherwise discharged from a sewer, drain, sump, sump pump or related equipment;

The following is added to Section **F. Additional Coverage Extensions** of the CAUSES OF LOSS - SPECIAL FORM:

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We cover direct physical loss or damage caused by water:

- **a.** Which backs up into a building or structure through sewers or drains which are directly connected to a sanitary sewer or septic system; or
- **b.** Which enters into and overflows from within a sump pump, sump pump well or other type of system designed to remove subsurface water which is drained from the foundation area.

This coverage does not apply if the loss or damage is caused by your negligence.

We will not pay for water or other materials that back up, overflow, or are discharged from a sewer, drain, sump, sump pump or related equipment when it is caused by any flood, whether the flood is caused by an act of nature or is otherwise caused.

The most we will pay for loss or damage at any one location under this Coverage Extension is \$25,000.

K. Water Seepage

Paragraph **B.4. Water** of the WATER EXCLUSION ENDORSEMENT is deleted and replaced by the following:

- **4.** Except as provided under the Water Seepage Additional Coverage Extension, water under the ground surface pressing on, or flowing or seeping through:
 - a. Foundations, walls, floors or paved surfaces;
 - b. Basements, whether paved or not; or
 - c. Doors, windows, or other openings; or

The following is added to Section **F. Additional Coverage Extensions** of the CAUSES OF LOSS - SPECIAL FORM:

5. Water Seepage

You may extend the insurance provided by the BUILDING AND PERSONAL PROPERTY COVERAGE FORM to apply to loss or damage to Covered Property caused by water under the ground surface pressing on, or flowing or seeping through:

- (a) Foundations, walls, floors or paved surfaces; or
- (b) Basements, whether paved or not.

The most we will pay for loss or damage under this Coverage Extension is \$10,000 for all loss or damage sustained in any one policy year, regardless of the number of occurrences of loss or damage or the number of premises or locations involved. If loss payment on the first occurrence does not exhaust this amount, then the balance is available for subsequent loss or damage sustained in but not after that policy year. With respect to an occurrence which begins in one policy year and continues or results in additional loss or damage in a subsequent policy year(s), all loss or damage is deemed to be sustained in the policy year in which the occurrence began.

All other terms and conditions remain unchanged.



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COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. CANCELLATION

- The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
- We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
- We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
- Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
- 5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
- **6.** If notice is mailed, proof of mailing will be sufficient proof of notice.

B. CHANGES

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. EXAMINATION OF YOUR BOOKS AND RECORDS

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. INSPECTIONS AND SURVEYS

- 1. We have the right to:
 - Make inspections and surveys at any time:
 - **b.** Give you reports on the conditions we find; and
 - c. Recommend changes.
- We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - **b.** Comply with laws, regulations, codes or standards.
- Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.
- 4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. PREMIUMS

The first Named Insured shown in the Declarations:

- Is responsible for the payment of all premiums; and
- 2. Will be the payee for any return premiums we pay.

F. TRANSFER OF YOUR RIGHTS AND DUTIES UNDER THIS POLICY

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties under this policy will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT

(Broad Form)

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
FARM COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

- 1. The insurance does not apply:
 - **A.** Under any Liability Coverage, to "bodily injury" or "property damage":
 - (1) With respect to which an "insured" under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada or any of their successors, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (2) Resulting from the "hazardous properties" of "nuclear material" and with respect to which (a) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (b) the "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

- B. Under any Medical Payments coverage, to expenses incurred with respect to "bodily injury" resulting from the "hazardous properties" of "nuclear material" and arising out of the operation of a "nuclear facility" by any person or organization.
- **C.** Under any Liability Coverage, to "bodily injury" or "property damage" resulting from "hazardous properties" of "nuclear material", if:
 - (1) The "nuclear material" (a) is at any "nuclear facility" owned by, or operated by or on behalf of, an "insured" or (b) has been discharged or dispersed therefrom;
 - (2) The "nuclear material" is contained in "spent fuel" or "waste" at any time possessed, handled, used, processed, stored, transported or disposed of, by or on behalf of an "insured"; or

(3) The "bodily injury" or "property damage" arises out of the furnishing by an "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any "nuclear facility", but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (3) applies only to "property damage" to such "nuclear facility" and any property thereat.

2. As used in this endorsement:

"Hazardous properties" includes radioactive, toxic or explosive properties.

"Nuclear material" means "source material", "special nuclear material" or "by-product material".

"Source material", "special nuclear material", and "by-product material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.

"Spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a "nuclear reactor".

"Waste" means any waste material (a) containing "by-product material" other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its "source material" content, and (b) resulting from the operation by any person or organization of any "nuclear facility" included under the first two paragraphs of the definition of "nuclear facility".

"Nuclear facility" means:

- (a) Any "nuclear reactor";
- (b) Any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing "spent fuel", or (3) handling, processing or packaging "waste";
- (c) Any equipment or device used for the processing, fabricating or alloying of "special nuclear material" if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
- (d) Any structure, basin, excavation, premises or place prepared or used for the storage or disposal of "waste";

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.

"Nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.

"Property damage" includes all forms of radioactive contamination of property.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEVADA CHANGES - CONCEALMENT, MISREPRESENTATION OR FRAUD

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART

COMMERCIAL AUTOMOBILE COVERAGE PART

COMMERCIAL INLAND MARINE COVERAGE PART

COMMERCIAL PROPERTY COVERAGE PART

CRIME AND FIDELITY COVERAGE PART

EQUIPMENT BREAKDOWN COVERAGE PART

 ${\sf FARM\ COVERAGE\ PART\ -\ FARM\ PROPERTY\ -\ OTHER\ FARM\ PROVISIONS\ FORM\ -\ ADDITIONAL}$

COVERAGES, CONDITIONS, DEFINITIONS

FARM COVERAGE PART - LIVESTOCK COVERAGE FORM

FARM COVERAGE PART - MOBILE AGRICULTURAL MACHINERY AND EQUIPMENT COVERAGE

FORM

STANDARD PROPERTYPOLICY

The CONCEALMENT, MISREPRESENTATION OR FRAUD Condition is replaced by the following:

CONCEALMENT, MISREPRESENTATION OR FRAUD

We will not pay for any loss ("loss") or damage in any case of:

 Concealment or misrepresentation of a material fact; or

2. Fraud:

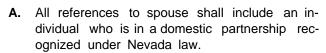
committed by an insured ("insured") at any time and relating to a claim under this policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NEVADA CHANGES - DOMESTIC PARTNERSHIP

This endorsement modifies insurance provided under the following:

COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK COVERAGE PART



B. Under the Commercial Auto Coverage Part, the term "family member" is replaced by the following:

"Family member" means a person related to the:

- Individual Named Insured by blood, adoption, marriage or domestic partnership recognized under Nevada law, who is a resident of such Named Insured's household, including a ward or foster child; or
- 2. Individual named in the Schedule by blood, adoption, marriage or domestic partnership recognized under Nevada law, who is a resident of the individual's household, including a ward or foster child, if the Drive Other Car Coverage -Broadened Coverage For Named Individual Endorsement is attached.

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- C. With respect to coverage for the ownership, maintenance, or use of "covered autos" provided under the Commercial Liability Umbrella Coverage Part, the term "family member" is replaced by the following:
 - "Family member" means a person related to you by blood, adoption, marriage or domestic partnership recognized under Nevada law, who is a resident of your household, including a ward or foster child.



NEVADA CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART

COMMERCIAL AUTOMOBILE COVERAGE PART

COMMERCIAL GENERAL LIABILITY COVERAGE PART

COMMERCIAL INLAND MARINE COVERAGE PART

COMMERCIAL LIABILITY UMBRELLA COVERAGE PART

COMMERCIAL PROPERTY COVERAGE PART

CRIME AND FIDELITY COVERAGE PART

EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART

EQUIPMENT BREAKDOWN COVERAGE PART

FARM COVERAGE PART

FARM UMBRELLA LIABILITY POLICY

LIQUOR LIABILITY COVERAGE PART

POLLUTION LIABILITY COVERAGE PART

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. The following are added to the **Cancellation** Common Policy Condition:

7. a. Midterm Cancellation

If this policy has been in effect for 70 days or more, or if this policy is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:

- (1) Nonpayment of premium;
- (2) Conviction of the insured of a crime arising out of acts increasing the hazard insured against;
- (3) Discovery of fraud or material misrepresentation in obtaining the policy or in presenting a claim thereunder;
- (4) Discovery of an act or omission or a violation of any condition of the policy which occurred after the first effective date of the current policy, and substantially and materially increases the hazard insured against;
- (5) A material change in the nature or extent of the risk, occurring after the first effective date of the current policy, which causes the risk of loss to be substantially and materially increased beyond that contemplated at the time the policy was issued or last renewed:

- (6) A determination by the commissioner that continuation of our present volume of premiums would jeopardize our solvency or be hazardous to the interests of our policyholders, creditors or the public;
- (7) A determination by the commissioner that the continuation of the policy would violate, or place us in violation of, any provision of the code.

b. Anniversary Cancellation

If this policy is written for a term longer than one year, we may cancel for any reason at an anniversary, by mailing or delivering written notice of cancellation to the first Named Insured at the last mailing address known to us at least 60 days before the anniversary date.

B. The following is added as an additional Condition and supersedes any other provision to the contrary:

NONRENEWAL

 If we elect not to renew this policy, we will mail or deliver to the first Named Insured shown in the Declarations a notice of intention not to renew at least 60 days before the agreed expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

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- You have accepted replacement coverage;
- **b.** You have requested or agreed to nonrenewal; or
- **c.** This policy is expressly designated as nonrenewable.
- Notice of cancellation or nonrenewal in accordance with A. and B. above, will be mailed, first class or certified, or delivered to the first Named Insured at the last mailing address known to us and will state the reason for cancellation or nonrenewal.
- We will also provide a copy of the notice of cancellation, for both policies in effect less than 70 days and policies in effect 70 days or more, to the agent who wrote the policy.



ARIZONA CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

- A. The following is added to the **Cancellation**Common Policy Condition (and applies except in situations where **B.**, below, applies):
 - 7. Cancellation Of Policies In Effect For 60 Days Or More

If this Policy has been in effect for 60 days or more, or if this Policy is a renewal of a policy we issued, we may cancel this Policy only for one or more of the following reasons:

- a. Nonpayment of premium;
- Your conviction of a crime arising out of acts increasing the hazard insured against;
- c. Acts or omissions by you or your representative constituting fraud or material misrepresentation in the procurement of this Policy, in continuing this Policy or in presenting a claim under this Policy;
- d. Substantial change in the risk assumed, except to the extent that we should have reasonably foreseen the change or contemplated the risk in writing the contract;
- **e.** Substantial breach of contractual duties or conditions;

- f. Loss of reinsurance applicable to the risk insured against resulting from termination of treaty or facultative reinsurance initiated by our reinsurer or reinsurers;
- g. Determination by the Director of Insurance that the continuation of the Policy would place us in violation of the insurance laws of this state or would jeopardize our solvency; or
- **h.** Acts or omissions by you or your representative which materially increase the hazard insured against.

If we cancel this Policy based on one or more of the above reasons, we will mail by certified mail or by first-class mail using Intelligent Mail barcode or another similar tracking method used or approved by the United States Postal Service to the first Named Insured, and mail to the agent, if any, written notice of cancellation stating the reason(s) for cancellation. We will mail this notice to the last mailing addresses known to us, at least:

- a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- **b.** 45 days before the effective date of cancellation if we cancel for any of the other reasons.

- Real property which is used predominantly for residential purposes and consists of one through four dwelling units; and/or
- Personal property (except business or farm personal property) of a person residing in such real property;

the following provisions apply (instead of those provided in Item **A.** above) with respect to cancellation of such coverage:

If this Policy has been in effect for 60 days or more, or is a renewal of a policy we issued, we may cancel only for one or more of the following reasons:

- a. Nonpayment of premium;
- Your conviction of a crime arising out of acts increasing the hazard insured against;
- c. Acts or omissions by you or your representative constituting fraud or material misrepresentation in obtaining the Policy, continuing the Policy or presenting a claim under the Policy;
- d. Discovery of grossly negligent acts or omissions by you substantially increasing any of the hazards insured against;
- e. Substantial change in the risk assumed by us, since the Policy was issued, except to the extent that we should reasonably have foreseen the change or contemplated the risk in writing the contract;
- f. A determination by the Director of Insurance that the continuation of the Policy would place us in violation of the insurance laws of this state; or
- g. Your failure to take reasonable steps to eliminate or reduce any conditions in or on the insured premises which contributed to a loss in the past or will increase the probability of future losses.

If we cancel this Policy based on one or more of these reasons, we will mail written notice of cancellation, stating the reason(s) for cancellation, to the first Named Insured. We will mail this notice to the last mailing address known to us, at least:

- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
- (2) 30 days before the effective date of cancellation, if we cancel for any of the other reasons.
- **C.** The following is added and supersedes any provision to the contrary (and applies except in situations where **D.**, below, applies):

Nonrenewal

- 1. If we elect not to renew this Policy, we will mail by certified mail or by first-class mail using Intelligent Mail barcode or another similar tracking method used or approved by the United States Postal Service to the first Named Insured, and mail to the agent, if any, written notice of nonrenewal. We will mail this notice to the last mailing addresses known to us at least 45 days prior to the expiration of this Policy.
- **2.** If notice is mailed, proof of mailing will be sufficient proof of notice.
- If either one of the following occurs, we are not required to provide written notice of nonrenewal:
 - **a.** We or a company within the same insurance group has offered to issue a renewal policy; or
 - **b.** You have obtained replacement coverage or agreed in writing to do so.
- 4. If written notice of nonrenewal is mailed less than 45 days prior to expiration of this Policy, and neither 3.a. nor 3.b. applies, the coverage shall remain in effect until 45 days after the notice is mailed. Earned premium for any period of coverage that extends beyond the expiration date of this Policy shall be considered pro rata based upon the previous year's rate.
- D. If the Commercial Property Coverage Part, Capital Assets Program (Output Policy) Coverage Part or the Farm Property - Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form provides coverage for:
 - Real property which is used predominantly for residential purposes and consists of one through four dwelling units; and/or



the following provisions apply (instead of those provided in Item **C.** above) with respect to nonrenewal of such coverage:

- If we elect not to renew, we will mail written notice of nonrenewal to the first Named Insured. We will mail this notice to the last mailing address known to us, at least 30 days before the end of the policy period. Proof of mailing will be sufficient proof of notice.
- 2. If either one of the following occurs, we are not required to provide notice of nonrenewal:
 - a. You have agreed to nonrenewal; or
 - You have accepted replacement coverage.
- 3. If our nonrenewal is based on the condition of the premises, you will be given 30 days' notice to remedy the identified conditions. If the identified conditions are remedied, coverage will be renewed. If the identified conditions are not remedied to our satisfaction, you will be given an additional 30 days, upon payment of premium, to correct the defective conditions.
- E. The following condition is added:

Renewal

- 1. If we elect to renew this Policy and the renewal is subject to any of the following:
 - a. Increase in premium;
 - **b.** Change in deductible;
 - c. Reduction in limits of insurance; or
 - **d.** Substantial reduction in coverage;

we will mail or deliver written notice of the change(s) to the first Named Insured, at the last mailing address known to us, at least 30 days before the anniversary or expiration date of the Policy.

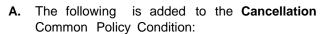
- 2. If renewal is subject to any condition described in 1.a. through 1.d. above, and we fail to provide notice 30 days before the anniversary or expiration date of this Policy, the following procedures apply:
 - **a.** The present policy will remain in effect until the earlier of the following:
 - (1) 30 days after the date of mailing or delivery of the notice; or
 - (2) The effective date of replacement coverage obtained by the first Named Insured.
 - b. If the first Named Insured elects not to renew, any earned premium for the period of extension of the terminated policy will be calculated pro rata at the lower of the following rates:
 - (1) The rates applicable to the terminated policy; or
 - (2) The rates presently in effect.
 - c. If the first Named Insured accepts the renewal, the premium increase, if any, and other changes are effective the day following this Policy's anniversary or expiration date.

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UTAH CHANGES - CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
COMMERCIAL AUTOMOBILE COVERAGE PART
COMMERCIAL GENERAL LIABILITY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL LIABILITY UMBRELLA COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
CRIME AND FIDELITY COVERAGE PART
EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
EQUIPMENT BREAKDOWN COVERAGE PART
FARM COVERAGE PART
FARM UMBRELLA LIABILITY POLICY
LIQUOR LIABILITY COVERAGE PART
MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART



- 7. If this policy has been in effect for more than 60 days or if this is a renewal of a policy we issued, we may cancel this policy only for one or more of the following reasons:
 - a. Nonpayment of premium;
 - b. Material misrepresentation;
 - c. Substantial change in the risk assumed unless we should reasonably have foreseen the change or contemplated the risk when entering the contract; or
 - **d.** Substantial breaches of contractual duties, conditions or warranties.

If we cancel for nonpayment of premium, notice of cancellation must state the reason for cancellation.

8. With respect to the Commercial Automobile Coverage Part, the following applies in addition to the provisions of Paragraph 7. above:

We may cancel this policy if your driver's license, or the driver's license of a person who customarily drives a "covered auto", is suspended or revoked.

Notice of cancellation must be delivered or mailed by first-class mail. **B.** The following is added and supersedes any provisions to the contrary:

NONRENEWAL

- If we elect to not renew this policy, we will mail, by first-class mail, written notice of nonrenewal to the first Named Insured, at the last mailing address known to us, at least 30 days before the expiration or anniversary date of this policy.
- 2. We need not mail this notice if:
 - **a.** You have accepted replacement coverage:
 - **b.** You have requested or agreed to nonrenewal; or
 - **c.** This policy is expressly designated as nonrenewable.
- If notice is mailed, proof of mailing is sufficient proof of notice.



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EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES

This endorsement modifies insurance provided under the following:

COMMERCIAL INLAND MARINE COVERAGE PART COMMERCIAL PROPERTY COVERAGE PART CRIME AND FIDELITY COVERAGE PART STANDARD PROPERTY POLICY

- A. We will not pay for loss ("loss") or damage caused directly or indirectly by the following. Such loss ("loss") or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss ("loss") or damage.
 - **1.** The failure, malfunction or inadequacy of:
 - **a.** Any of the following, whether belonging to any insured or to others:
 - (1) Computer hardware, including microprocessors;
 - (2) Computer application software;
 - (3) Computer operating systems and related software;
 - (4) Computer networks;
 - (5) Microprocessors (computer chips) not part of any computer system; or
 - (6) Any other computerized or electronic equipment or components; or
 - b. Any other products, and any services, data or functions that directly or indirectly use or rely upon, in any manner, any of the items listed in Paragraph A.1.a. of this endorsement;

due to the inability to correctly recognize, process, distinguish, interpret or accept one or more dates or times. An example is the inability of computer software to recognize the year 2000.

- 2. Any device, consultation, design, evaluation, inspection, installation, maintenance, repair, replacement or supervision provided or done by you or for you to determine, rectify or test for, any potential or actual problems described in Paragraph A.1. of this endorsement.
- **B.** If an excluded Cause of Loss as described in Paragraph **A.** of this endorsement results:
 - 1. In a Covered Cause of Loss under the Crime and Fidelity Coverage Part, the Commercial Inland Marine Coverage Part or the Standard Property Policy; or
 - **2.** Under the Commercial Property Coverage Part:
 - a. In a "Specified Cause of Loss", or in elevator collision resulting from mechanical breakdown, under the Causes of Loss - Special Form; or
 - In a Covered Cause of Loss under the Causes of Loss - Basic Form or the Causes of Loss - Broad Form;

we will pay only for the loss ("loss") or damage caused by such "Specified Cause of Loss", elevator collision, or Covered Cause of Loss.

C. We will not pay for repair, replacement or modification of any items in Paragraphs A.1.a. and A.1.b. of this endorsement to correct any deficiencies or change any features.

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CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART COMMERCIAL INLAND MARINE COVERAGE PART COMMERCIAL PROPERTY COVERAGE PART EQUIPMENT BREAKDOWN COVERAGE PART FARM COVERAGE PART STANDARD PROPERTY POLICY

A. Cap On Certified Terrorism Losses

"Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States, to be an act of terrorism pursuant to the federal Terrorism Risk Insurance Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:

- The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
- 2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a Program Year (January 1 through December 31) and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

B. Application Of Exclusions

The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss which would otherwise be excluded under this Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.



CONDITIONAL EXCLUSION OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)

This endorsement modifies insurance provided under the following:

BOILER AND MACHINERY COVERAGE PART
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
EQUIPMENT BREAKDOWN PROTECTION COVERAGE FORM
FARM COVERAGE PART
STANDARD PROPERTY POLICY

SCHEDULE

The Exception Covering Certain Fire Losses (Paragraph D) applies to property located in the following state(s), if covered under the indicated Coverage Form, Coverage Part or Policy:

State(s)

California, Connecticut, Georgia, Illinois, Iowa, Maine, Massachusetts, Missouri, New Jersey, New York, North Carolina, Oregon, Rhode Island, Virginia, Washington, West Virginia, Wisconsin

California, Connecticut, Georgia, Illinois, Iowa, Maine, Massachusetts, Missouri, New Jersey, New York, North Carolina, Oregon, Rhode Island, Virginia, Washington, West Virginia, Wisconsin

Coverage Form, Coverage Part or Policy

Commercial Property Coverage Part

Commercial Inland Marine Coverage Part

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Applicability Of The Provisions Of This Endorsement

- The provisions of this endorsement become applicable commencing on the date when any one or more of the following first occurs. But if your policy (meaning the policy period in which this endorsement applies) begins after such date, then the provisions of this endorsement become applicable on the date your policy begins.
 - a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act, has terminated with respect to the type of insurance provided under this Coverage Form, Coverage Part or Policy; or

- A renewal, extension or replacement of the Program has become effective without a requirement to make terrorism coverage available to you and with revisions that:
 - (1) Increase our statutory percentage deductible under the Program for terrorism losses. (That deductible determines the amount of all certified terrorism losses we must pay in a calendar year, before the federal government shares in subsequent payment of certified terrorism losses.); or
 - (2) Decrease the federal government's statutory percentage share in potential terrorism losses above such deductible; or

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- (3) Redefine terrorism or make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other types of events or occurrences under this policy.
- 2. If the provisions of this endorsement become applicable, such provisions:
 - a. Supersede any terrorism endorsement already endorsed to this policy that addresses "certified acts of terrorism" and/or "other acts of terrorism", but only with respect to loss or damage from an incident(s) of terrorism (however defined) that occurs on or after the date when the provisions of this endorsement become applicable; and
 - b. Remain applicable unless we notify you of changes in these provisions, in response to federal law.
- 3. If the provisions of this endorsement do NOT become applicable, any terrorism endorsement already endorsed to this policy, that addresses "certified acts of terrorism" and/or "other acts of terrorism", will continue in effect unless we notify you of changes to that endorsement in response to federal law.
- **B.** The following definition is added and applies under this endorsement wherever the term terrorism is enclosed in quotation marks.

"Terrorism" means activities against persons, organizations or property of any nature:

- That involve the following or preparation for the following:
 - a. Use or threat of force or violence;
 - b. Commission or threat of a dangerous act; or
 - c. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and

- **2.** When one or both of the following applies:
 - a. The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - b. It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.
- C. The following exclusion is added:

EXCLUSION OF TERRORISM

We will not pay for loss or damage caused directly or indirectly by "terrorism", including action in hindering or defending against an actual or expected incident of "terrorism". Such loss or damage is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss. But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":

- The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
- 2. Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
- The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- 4. Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials.

D. Exception Covering Certain Fire Losses

The following exception to the Exclusion Of Terrorism applies only if indicated and as indicated in the Schedule of this endorsement.



If "terrorism" results in fire, we will pay for the loss or damage caused by that fire, subject to all applicable policy provisions including the Limit of Insurance on the affected property. Such coverage for fire applies only to direct loss or damage by fire to Covered Property. Therefore, for example, the coverage does not apply to insurance provided under Business Income and/or Extra Expense coverage forms or endorsements that apply to those coverage forms, or to the Legal Liability Coverage Form or the Leasehold Interest Coverage Form.

E. Application Of Other Exclusions

- When the Exclusion Of Terrorism applies in accordance with the terms of C.1. or C.2., such exclusion applies without regard to the Nuclear Hazard Exclusion in this Coverage Form, Coverage Part or Policy.
- 2. The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for any loss or damage which would otherwise be excluded under this Coverage Form, Coverage Part or Policy, such as losses excluded by the Nuclear Hazard Exclusion or the War And Military Action Exclusion.

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CONDITIONAL EXCLUSION OF TERRORISM INVOLVING NUCLEAR, BIOLOGICAL OR CHEMICAL TERRORISM (RELATING TO DISPOSITION OF FEDERAL TERRORISM RISK INSURANCE ACT)

This endorsement modifies insurance provided under the following:

EMPLOYEE BENEFITS LIABILITY COVERAGE PART
EMPLOYMENT PRACTICES LIABILITY COVERAGE PART
PASTORAL PROFESSIONAL LIABILITY COVERAGE PART
PRINTERS ERRORS AND OMISSIONS LIABILITY COVERAGE PART
PROFESSIONAL LIABILITY COVERAGE PART

A. Applicability Of The Provisions Of This Endorsement

- The provisions of this endorsement become applicable commencing on the date when any one or more of the following first occurs. But if your policy (meaning the policy period in which this endorsement applies) begins after such date, then the provisions of this endorsement become applicable on the date your policy begins.
 - a. The federal Terrorism Risk Insurance Program ("Program"), established by the Terrorism Risk Insurance Act, has terminated with respect to the type of insurance provided under this Coverage Part; or
 - b. A renewal, extension or replacement of the Program has become effective without a requirement to make terrorism coverage available to you and with revisions that:
 - (1) Increase our statutory percentage deductible under the Program for terrorism losses. (That deductible determines the amount of all certified terrorism losses we must pay in a calendar year, before the federal government shares in subsequent payment of certified terrorism losses.); or
 - (2) Decrease the federal government's statutory percentage share in potential terrorism losses above such deductible; or
 - (3) Redefine terrorism or make insurance coverage for terrorism subject to provisions or requirements that differ from those that apply to other types of events or occurrences under this policy.
- 2. If the provisions of this endorsement become applicable, such provisions:
 - a. Supersede any terrorism endorsement already endorsed to this policy that addresses "certified acts of terrorism" and/or "other acts of terrorism", but only with respect to an incident(s) of terrorism (however defined) which results in injury or damage that occurs on or after the date when the provisions of this endorsement become applicable (for claims made policies, such an endorsement is superseded only with respect to an incident of terrorism (however defined) that results in a claim for injury or damage first being made on or after the date when the provisions of this endorsement become applicable); and
 - b. Remain applicable unless we notify you of changes in these provisions, in response to federal law.
- If the provisions of this endorsement do NOT become applicable, any terrorism endorsement
 already endorsed to this policy, that addresses "certified acts of terrorism" and/or "other acts of
 terrorism", will continue in effect unless we notify you of changes to that endorsement in response to federal law.



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- The following definitions are added and apply under this endorsement wherever the term terrorism, or the phrase any injury or damage, are enclosed in quotation marks:
 - "Terrorism" means activities against persons, organizations or property of any nature:
 - **a.** That involve the following or preparation for the following:
 - (1) Use or threat of force or violence; or
 - (2) Commission or threat of a dangerous act; or
 - (3) Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; and
 - When one or both of the following applies:
 - (1) The effect is to intimidate or coerce a government or the civilian population or any segment thereof, or to disrupt any segment of the economy; or
 - (2) It appears that the intent is to intimidate or coerce a government, or to further political, ideological, religious, social or economic objectives or to express (or express opposition to) a philosophy or ideology.
 - "Any injury or damage" means any claim, "claim" (if defined) injury or damage covered under any Coverage Part to which this endorsement is applicable, and may include but is not limited to bodily injury, property damage, personal and advertising injury, injury, damages, suit, wrongful acts, loss or employment practices as may be defined or used in any applicable Coverage Part.
- C. The following exclusion is added:

EXCLUSION OF TERRORISM

We will not pay for "any injury or damage" caused directly or indirectly by "terrorism", action in hindering or defending against an actual or expected incident of "terrorism". "Any injury or damage" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to such injury or damage. But this exclusion applies only when one or more of the following are attributed to an incident of "terrorism":

- The "terrorism" is carried out by means of the dispersal or application of radioactive material, or through the use of a nuclear weapon or device that involves or produces a nuclear reaction, nuclear radiation or radioactive contamination; or
- Radioactive material is released, and it appears that one purpose of the "terrorism" was to release such material; or
- The "terrorism" is carried out by means of the dispersal or application of pathogenic or poisonous biological or chemical materials; or
- Pathogenic or poisonous biological or chemical materials are released, and it appears that one purpose of the "terrorism" was to release such materials.

In the event of any incident of "terrorism" that is not subject to this Exclusion, coverage does not apply to "any injury or damage" that is otherwise excluded under this Coverage Part.

This endorsement changes the policy

--PLEASE READ THIS CAREFULLY--

AMENDATORY ENDORSEMENT NEVADA

Under Other Conditions, Misrepresentation, Concealment, Or Fraud is deleted and replaced by the following:

Misrepresentation, Concealment, Or Fraud -- "We" do not provide coverage for "you" and any other insured if, before or after a loss:

- a. "you" or any other insured have willfully concealed or misrepresented:
 - a material fact or circumstance that relates to this insurance or the subject thereof;
 or
 - 2) "your" interest herein; or
- **b.** there has been fraud or false swearing by "you" or any other insured with regard to a matter that relates to this insurance or the subject thereof.



CONTRACTORS' EQUIPMENT COVERAGE SMALL TOOLS FLOATER

AGREEMENT

In return for "your" payment of the required premium, "we" provide the coverage described herein subject to all the "terms" of the Contractors' Equipment Coverage. This coverage is also subject to the "schedule of coverages" and additional policy conditions relating to assignment or transfer of rights or duties, cancellation, changes or modifications, inspections, and examination of books and records.

Endorsements and schedules may also apply. They are identified on the "schedule of coverages".

Refer to Definitions for words and phrases that have special meaning. These words and phrases are shown in quotation marks or bold type.

DEFINITIONS

- The words "you" and "your" mean the persons or organizations named as the insured on the declarations.
- 2. The words "we", "us", and "our" mean the company providing this coverage.
- "Jobsite" means any location, project, or work site where "you" are in the process of construction, installation, erection, repair, or moving.
- **4.** "Limit" means the amount of coverage that applies.

5. "Pollutant" means:

- a. any solid, liquid, gaseous, thermal, or radioactive irritant or contaminant, including acids, alkalis, chemicals, fumes, smoke, soot, vapor, and waste. Waste includes materials to be recycled, reclaimed, or reconditioned, as well as disposed of; and
- **b.** electrical or magnetic emissions, whether visible or invisible, and sound emissions.
- **6.** "Schedule of coverages" means:
 - a. all pages labeled schedule of coverages or schedules which pertain to this coverage; and
 - **b.** declarations or supplemental declarations which pertain to this coverage.
- 7. "Sinkhole Collapse" means the sudden settlement or collapse of earth supporting the covered property into subterranean voids created by the action of water on a limestone or similar rock formation. It does not include the value of the land or the cost of filling sinkholes.
- 8. "Specified perils" means aircraft; civil commotion; explosion; falling objects; fire; hail; leakage from fire extinguishing equipment; lightning; riot; "sinkhole collapse"; smoke; sonic boom; vandalism; vehicles; "volcanic action"; water damage; weight of ice, snow, or sleet; and windstorm.

Falling objects does not include loss to:

- a. personal property in the open; or
- b. the interior of buildings or structures or to personal property inside buildings or structures unless the exterior of the roofs or walls are first damaged by a falling object.

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- "Terms" means all provisions, limitations, exclusions, conditions, and definitions that apply.
- 10. "Tools" means equipment, and tools of a mobile nature that "you" use in "your" contracting, installation, erection, repair, or moving operations or projects.
- **11.** "Volcanic action" means airborne volcanic blast or airborne shock waves; ash, dust, or particulate matter; or lava flow.

Volcanic action does not include the cost to remove ash, dust, or particulate matter that does not cause direct physical loss to the covered property.

PROPERTY COVERED

"We" cover the following property unless the property is excluded or subject to limitations.

- Your Tools -- "We" cover direct physical loss caused by a covered peril to "your" "tools".
- 2. Employee Tools -
 - a. Coverage -- "We" cover direct physical loss caused by a covered peril to "tools" owned by "your" employees.
 - **b. Coverage Limitation** -- "We" only cover "tools" owned by "your" employees:
 - when a "limit" for employee tools is indicated on the "schedule of coverages"; and
 - 2) while at a premises that "you" own or operate or at a "jobsite".

- 3. Tools Leased or Rented From Others -
 - a. Coverage -- "We" cover direct physical loss caused by a covered peril to "tools" that "you" have leased or rented from others.
 - b. Coverage Limitation -- "We" only cover "tools" that "you" have leased or rented from others when a "limit" for leased or rented tools is indicated on the "schedule of coverages".

PROPERTY NOT COVERED

- **1. Contraband** -- "We" do not cover contraband or property in the course of illegal transportation or trade.
- Loaned, Leased, or Rented Property -- "We" do not cover property that "you" loan, lease, or rent to others.
- Underground Mining Operations -- "We" do not cover property while stored or operated underground in connection with any mining operations.
- Vehicles -- "We" do not cover automobiles, motor trucks, tractors, trailers, and similar conveyances designed for highway use.
- **5. Waterborne Property** -- "We" do not cover property while waterborne except while in transit in the custody of a carrier for hire.

PERILS COVERED

"We" cover risks of direct physical loss unless the loss is limited or caused by a peril that is excluded.

PERILS EXCLUDED

- 1. "We" do not pay for loss or damage caused directly or indirectly by one or more of the following excluded causes or events. Such loss or damage is excluded regardless of other causes or events that contribute to or aggravate the loss, whether such causes or events act to produce the loss before, at the same time as, or after the excluded causes or events.
 - a. Civil Authority -- "We" do not pay for loss caused by order of any civil authority, including seizure, confiscation, destruction, or quarantine of property.
 - "We" do cover loss resulting from acts of destruction by the civil authority to prevent the spread of fire, unless the fire is caused by a peril excluded under this coverage.
 - b. Nuclear Hazard -- "We" do not pay for loss caused by or resulting from a nuclear reaction, nuclear radiation, or radioactive contamination (whether controlled or uncontrolled; whether caused by natural, accidental, or artificial means). Loss caused by nuclear hazard is not considered loss caused by fire, explosion, or smoke. Direct loss by fire resulting from the nuclear hazard is covered.
 - c. War and Military Action -- "We" do not pay for loss caused by:
 - war, including undeclared war or civil war; or
 - 2) a warlike action by a military force, including action taken to prevent or defend against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or
 - insurrection, rebellion, revolution, or unlawful seizure of power including action taken by governmental authority to prevent or defend against any of these.

With regard to any action that comes within the "terms" of this exclusion and involves nuclear reaction, nuclear radiation, or radioactive contamination, this War and Military Action Exclusion will apply in place of the Nuclear Hazard Exclusion.

- 2. "We" do not pay for loss or damage that is caused by or results from one or more of the following:
 - a. Contamination or Deterioration -- "We" do not pay for loss caused by contamination or deterioration including corrosion, decay, fungus, mildew, mold, rot, rust, or any quality, fault, or weakness in the covered property that causes it to damage or destroy itself.
 - b. Criminal, Fraudulent, Dishonest or Illegal Acts -- "We" do not pay for loss caused by or resulting from criminal, fraudulent, dishonest, or illegal acts committed alone or in collusion with another by:
 - **1)** "you";
 - 2) others who have an interest in the property;
 - others to whom "you" entrust the property;
 - 4) "your" partners, officers, directors, trustees, joint venturers, or "your" members or managers if "you" are a limited liability company; or
 - 5) the employees or agents of 1), 2), 3), or 4) above, whether or not they are at work.

This exclusion does not apply to acts of destruction by "your" employees, but "we" do not pay for theft by employees.

This exclusion does not apply to covered property in the custody of a carrier for hire.

c. Loss of Use -- "We" do not pay for loss caused by or resulting from loss of use, delay, or loss of market.



- d. Mechanical Breakdown -- "We" do not pay for loss caused by any mechanical, structural, or electrical breakdown or malfunction including a breakdown or malfunction resulting from a structural, mechanical, or reconditioning process.
- e. Missing Property -- "We" do not pay for missing property where the only proof of loss is unexplained or mysterious disappearance of covered property, or shortage of property discovered on taking inventory, or any other instance where there is no physical evidence to show what happened to the covered property.

This exclusion does not apply to covered property in the custody of a carrier for hire.

- f. Pollutants -- "We" do not pay for loss caused by or resulting from release, discharge, seepage, migration, dispersal, or escape of "pollutants" unless the release, discharge, seepage, migration, dispersal, or escape is caused by a "specified peril".
 "We" do cover any resulting loss caused by a "specified peril".
- g. Temperature/Humidity -- "We" do not pay for loss caused by dryness, dampness, humidity, or changes in or extremes of temperature.
- h. Voluntary Parting -- "We" do not pay for loss caused by or resulting from voluntary parting with title to or possession of any property because of any fraudulent scheme, trick, or false pretense.
- Wear and Tear -- "We" do not pay for loss caused by wear and tear, marring, or scratching.

WHAT MUST BE DONE IN CASE OF LOSS

- 1. Notice -- In case of a loss, "you" must:
 - a. give "us" or "our" agent prompt notice including a description of the property involved ("we" may request written notice); and
 - **b.** give notice to the police when the act that causes the loss is a crime.
- 2. You Must Protect Property -- "You" must take all reasonable steps to protect covered property at and after an insured loss to avoid further loss.
 - a. Payment of Reasonable Costs -- "We" do pay the reasonable costs incurred by "you" for necessary repairs or emergency measures performed solely to protect covered property from further damage by a peril insured against if a peril insured against has already caused a loss to covered property. "You" must keep an accurate record of such costs. "Our" payment of reasonable costs does not increase the "limit".
 - **b. We Do Not Pay** -- "We" do not pay for such repairs or emergency measures performed on property which has not been damaged by a peril insured against.
- 3. Proof of Loss -- "You" must send "us", within 60 days after "our" request, a signed, sworn proof of loss. This must include the following information:
 - **a.** the time, place, and circumstances of the loss;

- other policies of insurance that may cover the loss;
 - "your" interest and the interests of all others in the property involved, including all mortgages and liens;
 - d. changes in title of the covered property during the policy period; and
 - estimates, specifications. inventories, and other reasonable information "we" may require to settle the loss.
- Examination -- "You" must submit to examination under oath in matters connected with the loss as often as "we" reasonably request and give "us" sworn statements of the answers. If more than one person is examined, "we" have the right to examine and receive statements separately and not in the presence of others.
- Records -- "You" must produce records, including tax returns and bank microfilms of all canceled checks relating to value, loss, and expense and permit copies and extracts to be made of them as often as "we" reasonably request.
- Damaged Property -- "You" must exhibit the damaged and undamaged property as often as "we" reasonably request and allow "us" to inspect or take samples of the property.
- Volunteer Payments -- "You" must not, except at "your" own expense, voluntarily make any payments, assume any obligations, pay or offer any rewards, or incur any other expenses except as respects protecting property from further damage.
- Abandonment -- "You" may not abandon the property to "us" without "our" written consent.
- Cooperation -- "You" must cooperate with "us" in performing all acts required by this policy.

VALUATION

- Actual Cash Value -- The value of covered property will be based on the actual cash value at the time of the loss (with a deduction for depreciation).
- Pair or Set -- The value of a lost or damaged article which is part of a pair or set is based on a reasonable proportion of the value of the entire pair or set. The loss is not considered a total loss of the pair or set.
- Loss to Parts -- The value of a lost or damaged part of an item that consists of several parts when it is complete is based on the value of only the lost or damaged part or the cost to repair or replace it.

HOW MUCH WE PAY

- Insurable Interest -- "We" do not cover more than "your" insurable interest in any property.
- Deductible -- "We" pay only that part of "your" loss over the deductible amount indicated on the "schedule of coverages" in any one occurrence.
- Loss Settlement Terms -- Subject to paragraphs 1., 2., 4., and 5. under How Much We Pay, "we" pay the lesser of:
 - the amount determined under Valuation;
 - the cost to repair, replace, or rebuild the property with material of like kind and quality to the extent practicable; or
 - the "limit" described on the "schedule of coverages".

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- 4. Insurance Under More Than One Coverage -If more than one coverage of this policy insures the same loss, "we" pay no more than the actual claim, loss, or damage sustained.
- 5. Insurance Under More Than One Policy -
 - a. Proportional Share -- "You" may have another policy subject to the same "terms" as this policy. If "you" do, "we" will pay "our" share of the covered loss. "Our" share is the proportion that the applicable "limit" under this policy bears to the "limit" of all policies covering on the same basis.
 - b. Excess Amount -- If there is another policy covering the same loss, other than that described above, "we" pay only for the amount of covered loss in excess of the amount due from that other policy, whether "you" can collect on it or not. But "we" do not pay more than the applicable "limit".

LOSS PAYMENT

- 1. Loss Payment Options -
 - a. Our Options -- In the event of loss covered by this coverage form, "we" have the following options:
 - pay the value of the lost or damaged property;
 - pay the cost of repairing or replacing the lost or damaged property;
 - 3) rebuild, repair, or replace the property with other property of equivalent kind and quality, to the extent practicable, within a reasonable time; or
 - 4) take all or any part of the property at the agreed or appraised value.

b. Notice of Our Intent To Rebuild, Repair, or Replace -- "We" must give "you" notice of "our" intent to rebuild, repair, or replace within 30 days after receipt of a duly executed proof of loss.

2. Your Losses --

- a. Adjustment and Payment of Loss -- "We" adjust all losses with "you". Payment will be made to "you" unless another loss payee is named in the policy.
- b. Conditions For Payment of Loss -- An insured loss will be payable 30 days after:
 - a satisfactory proof of loss is received; and
 - 2) the amount of the loss has been established either by written agreement with "you" or the filing of an appraisal award with "us".

3. Property of Others --

- a. Adjustment And Payment of Loss To Property of Others -- Losses to property of others may be adjusted with and paid to:
 - 1) "you" on behalf of the owner; or
 - 2) the owner.
- b. We Do Not Have To Pay You If We Pay
 The Owner -- If "we" pay the owner,
 "we" do not have to pay "you". "We"
 may also choose to defend any suits
 brought by the owners at "our" expense.

OTHER CONDITIONS

 Appraisal -- If "you" and "we" do not agree on the amount of the loss or the value of covered property, either party may demand that these amounts be determined by appraisal.

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If either makes a written demand for appraisal, each will select a competent, independent appraiser and notify the other of the appraiser's identity within 20 days of receipt of the written demand. The two appraisers will then select a competent, impartial umpire. If the two appraisers are unable to agree upon an umpire within 15 days, "you" or "we" can ask a judge of a court of record in the state where the property is located to select an umpire.

The appraisers will then determine and state separately the amount of each loss.

The appraisers will also determine the value of covered property items at the time of the loss, if requested.

If the appraisers submit a written report of any agreement to "us", the amount agreed upon will be the amount of the loss. If the appraisers fail to agree within a reasonable time, they will submit only their differences to the umpire. Written agreement so itemized and signed by any two of these three, sets the amount of the loss.

Each appraiser will be paid by the party selecting that appraiser. Other expenses of the appraisal and the compensation of the umpire will be paid equally by "you" and "us".

- Benefit to Others -- Insurance under this coverage will not directly or indirectly benefit anyone having custody of "your" property.
- Conformity With Statute -- When a condition of this coverage is in conflict with an applicable law, that condition is amended to conform to that law.
- Estates -- This provision applies only if the insured is an individual.
 - **a.** Your Death -- On "your" death, "we" cover the following as an insured:
 - the person who has custody of "your" property until a legal representative is qualified and appointed; or

2) "your" legal representative.

This person or organization is an insured only with respect to property covered by this coverage.

- b. Policy Period Is Not Extended -- This coverage does not extend past the policy period indicated on the declarations.
- 5. Misrepresentation, Concealment, or Fraud --This coverage is void as to "you" and any other insured if, before or after a loss:
 - **a.** "you" or any other insured have willfully concealed or misrepresented:
 - a material fact or circumstance that relates to this insurance or the subject thereof; or
 - 2) "your" interest herein.
 - b. there has been fraud or false swearing by "you" or any other insured with regard to a matter that relates to this insurance or the subject thereof.
- **6. Policy Period** -- "We" pay for a covered loss that occurs during the policy period.
- 7. Recoveries -- If "we" pay "you" for the loss and lost or damaged property is recovered, or payment is made by those responsible for the loss, the following provisions apply:
 - **a.** "you" must notify "us" promptly if "you" recover property or receive payment;
 - **b.** "we" must notify "you" promptly if "we" recover property or receive payment;
 - any recovery expenses incurred by either are reimbursed first;
 - d. "you" may keep the recovered property but "you" must refund to "us" the amount of the claim paid or any lesser amount to which "we" agree; and

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- e. if the claim paid is less than the agreed loss due to a deductible or other limiting "terms" of this policy, any recovery will be pro rated between "you" and "us" based on "our" respective interest in the loss.
- Restoration of Limits -- A loss "we" pay under this coverage does not reduce the total applicable "limit".
- 9. Subrogation -- If "we" pay for a loss, "we" may require "you" to assign to "us" "your" right of recovery against others. "You" must do all that is necessary to secure "our" rights. "We" do not pay for a loss if "you" impair this right to recover.

"You" may waive "your" right to recover from others in writing before a loss occurs.

- 10. Suit Against Us -- No one may bring a legal action against "us" under this coverage unless:
 - **a.** all of the "terms" of this coverage have been complied with; and
 - **b.** the suit has been brought within two years after "you" first have knowledge of the loss.
 - If any applicable law makes this limitation invalid, then suit must begin within the shortest period permitted by law.
- 11. Territorial Limits -- "We" cover property while it is in the United States of America, its territories and possessions, Canada, and Puerto Rico.

INSTALLATION FLOATER COVERAGE

AGREEMENT

In return for "your" payment of the required premium, "we" provide the coverage described herein subject to all the "terms" of the Installation Floater Coverage. This coverage is also subject to the "schedule of coverages" and additional policy conditions relating to assignment or transfer of rights or duties, cancellation, changes or modifications, inspections, and examination of books and records.

Endorsements and schedules may also apply. They are identified on the "schedule of coverages".

Refer to Definitions for words and phrases that have special meaning. These words and phrases are shown in quotation marks or bold type.

DEFINITIONS

- The words "you" and "your" mean the persons or organizations named as the insured on the declarations.
- **2.** The words "we", "us", and "our" mean the company providing this coverage.
- 3. "Earth movement" means any movement or vibration of the earth's surface (other than "sinkhole collapse") including but not limited to earthquake; landslide; mudflow; mudslide; mine subsidence; or sinking, rising, or shifting, of earth.
- 4. "Flood" means flood, surface water, waves, tidal water, or the overflow of a body of water, all whether driven by wind or not. This includes spray that results from these whether driven by wind or not.

- 5. "Fungus" means:
 - a. a fungus, including but not limited to mildew and mold;
 - a protist, including but not limited to algae and slime mold;
 - c. wet rot and dry rot;
 - d. a bacterium; or
 - e. a chemical, matter, or compound produced or released by a fungus, a protist, wet rot, dry rot, or a bacterium, including but not limited to toxins, spores, fragments, and metabolites such as microbial volatile organic compounds.
- **6.** "Jobsite" means any location, project, or work site where "you" are involved in an installation or construction project.
- **7.** "Limit" means the amount of coverage that applies.
- 8. "Pollutant" means:
 - a. any solid, liquid, gaseous, thermal, or radioactive irritant or contaminant, including acids, alkalis, chemicals, fumes, smoke, soot, vapor, and waste. Waste includes materials to be recycled, reclaimed, or reconditioned, as well as disposed of; and
 - **b.** electrical or magnetic emissions, whether visible or invisible, and sound emissions.
- 9. "Schedule of coverages" means:
 - all pages labeled schedule of coverages or schedules that pertain to this coverage; and
 - declarations or supplemental declarations that pertain to this coverage.

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- 10. "Sinkhole collapse" means the sudden settlement or collapse of earth supporting the covered property into subterranean voids created by the action of water on a limestone or similar rock formation. It does not include the value of the land or the cost of filling sinkholes.
- 11. "Specified perils" means aircraft; civil commotion; explosion; falling objects; fire; hail; leakage from fire extinguishing equipment; lightning; riot; "sinkhole collapse"; smoke; sonic boom; vandalism; vehicles; "volcanic action"; water damage; weight of ice, snow, or sleet; and windstorm.

Falling objects does not include loss to:

- a. personal property in the open; or
- b. the interior of buildings or structures or to personal property inside buildings or structures unless the exterior of the roofs or walls are first damaged by a falling object.

Water damage means the sudden or accidental discharge or leakage of water or steam as a direct result of breaking or cracking of a part of the system or appliance containing the water or steam.

- **12.** "Terms" means all provisions, limitations, exclusions, conditions, and definitions that apply.
- **13.** "Volcanic action" means airborne volcanic blast or airborne shock waves; ash, dust, or particulate matter; or lava flow.

Volcanic action does not include the cost to remove ash, dust, or particulate matter that does not cause direct physical loss to the covered property.

PROPERTY COVERED

"We" cover the following property unless the property is excluded or subject to limitations.

- Coverage -- "We" cover direct physical loss caused by a covered peril to materials, supplies, machinery, fixtures, and equipment that "you" are installing, constructing, or rigging as part of "your" installation or construction project.
- 2. Coverage Limitations -- "We" only cover:
 - materials, supplies, machinery, fixtures, and equipment that will become a permanent part of "your" completed installation or construction project; and
 - **b.** an installation or construction project at "your" "jobsite".

However, if Scheduled Locations Coverage is indicated on the "schedule of coverages", "we" only cover an installation or construction project at a "jobsite" that is described on the "schedule of coverages".

- 3. Materials, Supplies, Machinery, Fixtures, And Equipment Means -- Materials, supplies, machinery, fixtures, and equipment means:
 - a. "your" materials, supplies, machinery, fixtures, and equipment; and
 - **b.** similar property of others that is in "your" care, custody, or control.

PROPERTY NOT COVERED

- 1. Airborne Property -- "We" do not cover property while airborne except while in transit on a regularly scheduled airline flight.
- **2. Buildings, Structures, And Land** -- "We" do not cover buildings, structures, or land.

However, "we" do cover property that is part of "your" installation or construction project and is in connection with any building or structure.

- **3. Contraband** -- "We" do not cover contraband or property in the course of illegal transportation or trade.
- 4. Machinery, Tools, Equipment -- "We" do not cover machinery, tools, equipment, or similar property that will not become a permanent part of "your" installation or construction project.
- 5. Money And Securities -- "We" do not cover accounts, bills, currency, food stamps, or other evidences of debt, lottery tickets not held for sale, money, notes, or securities.
- **6. Trees, Shrubs, Or Plants** -- "We" do not cover trees, shrubs, plants, or lawns.
- 7. Waterborne Property -- "We" do not cover property while waterborne except while in transit in the custody of a carrier for hire.

COVERAGE EXTENSIONS

Provisions That Apply To Coverage Extensions -- The following Coverage Extensions indicate an applicable "limit". This "limit" may also be shown on the "schedule of coverages".

If a different "limit" is indicated on the "schedule of coverages", that "limit" will apply instead of the "limit" shown below.

However, if no "limit" is indicated for a Coverage Extension, coverage is provided up to the full "limit" for the applicable covered property unless a different "limit" is indicated on the "schedule of coverages".

Unless otherwise indicated, the coverages provided below are part of and not in addition to the applicable "limit" for coverage described under Property Covered.

The "limit" provided under a Coverage Extension cannot be combined or added to the "limit" for any other Coverage Extension or Supplemental Coverage including a Coverage Extension or Supplemental Coverage that is added to this policy by endorsement.

If coinsurance provisions are part of this policy, the following coverage extensions are not subject to and not considered in applying coinsurance conditions.

1. Debris Removal --

- a. Coverage -- "We" pay the cost to remove the debris of covered property that is caused by a covered peril.
- **b.** We Do Not Cover -- This coverage does not include costs to:
 - extract "pollutants" from land or water; or
 - remove, restore, or replace polluted land or water.
- c. Limit -- "We" do not pay any more under this coverage than 25% of the amount "we" pay for the direct physical loss. "We" will not pay more for loss to property and debris removal combined than the "limit" for the damaged property.
- d. Additional Limit -- "We" pay up to an additional \$5,000 for debris removal expense when the debris removal expense exceeds 25% of the amount "we" pay for direct physical loss or when the loss to property and debris removal combined exceeds the "limit" for the damaged property.
- e. You Must Report Your Expenses -- "We" do not pay any expenses unless they are reported to "us" in writing within 180 days from the date of direct physical loss to covered property.

2. Emergency Removal --

- a. Coverage -- "We" cover any direct physical loss to covered property while it is being moved or being stored to prevent a loss caused by a covered peril.
- b. Time Limitation -- This coverage applies for up to ten days after the property is first moved. Also, this coverage does not extend past the date on which this policy expires.

3. Limited Fungus Coverage --

- a. Coverage -- "We" pay for direct physical loss to covered property caused by or relating to the existence of or any activity of "fungus".
- b. Coverage Limitation -- "We" only cover loss caused by "fungus":
 - 1) when the "fungus" is the result of:
 - a) a "specified peril" other than fire or lightning; or
 - b) "flood" (if the Flood Coverage is provided under this policy);

that occurs during the policy period; and

- 2) if all reasonable steps were taken to protect the property from additional damage at and after the time of the occurrence.
- c. Limit -- The most "we" pay for all losses at all installation or construction projects is \$15,000, unless another "limit" is indicated on the "schedule of coverages". The Limited Fungus Limit applies regardless of the number of claims made.

The Limited Fungus Limit applies regardless of the number of locations, buildings or structures, or projects insured under this policy. The Limited Fungus Limit is the most that "we" pay for the total of all loss or damage arising out of all occurrences of "specified perils", other than fire or lightning, or "flood" (if applicable) during each separate 12-month period beginning with the inception date of this policy.

- d. If The Policy Period Is Extended -- If the policy period is extended for an additional period of less than 12 months, this additional period will be considered part of the preceding period for the purpose of determining the Limited Fungus Limit.
- e. Recurrence And Continuation Of Fungus
 -- Limited Fungus Limit is the most that
 "we" pay with respect to a specific occurrence of a loss which results in "fungus"
 even if such "fungus" recurs or continues
 to exist during this or any future policy
 period.
- f. Limit Applies To Other Costs Or Expenses -- Limited Fungus Limit also applies to any cost or expense to:
 - clean up, contain, treat, detoxify, or neutralize "fungus" on covered property or remove "fungus" from covered property;
 - 2) remove and replace those parts of covered property necessary to gain access to "fungus"; and
 - 3) test for the existence or level of "fungus" following the repair, replacement, restoration, or removal of damaged property if it is reasonable to believe that "fungus" is present.
- g. Loss Not Caused By Fungus -- If there is a covered loss or damage to covered property not caused by "fungus", loss payment will not be limited by the "terms" of this coverage extension. However, to the extent that "fungus" causes an increase in the loss, that increase is subject to the "terms" of this coverage extension.



SUPPLEMENTAL COVERAGES

Provisions That Apply To Supplemental Coverages -- The following Supplemental Coverages indicate an applicable "limit". This "limit" may also be shown on the "schedule of coverages".

If a different "limit" is indicated on the "schedule of coverages", that "limit" will apply instead of the "limit" shown below.

However, if no "limit" is indicated for a Supplemental Coverage, coverage is provided up to the full "limit" for the applicable covered property unless a different "limit" is indicated on the "schedule of coverages".

Unless otherwise indicated, a "limit" for a Supplemental Coverage provided below is separate from, and not part of, the applicable "limit" for coverage described under Property Covered.

The "limit" available for coverage described under a Supplemental Coverage:

- is the only "limit" available for the described coverage; and
- b. is not the sum of the "limit" indicated for a Supplemental Coverage and the "limit" coverage described under Property Covered.

The "limit" provided under a Supplemental Coverage cannot be combined or added to the "limit" for any other Supplemental Coverage or Coverage Extension including a Supplemental Coverage or Coverage Extension that is added to this policy by endorsement.

If coinsurance provisions are part of this policy, supplemental coverages are not the following subject to and not considered in applying coinsurance conditions.

1. Contract Penalty --

- Coverage -- "We" pay for the cost of contractual penalties for non-completion that "you" are assessed or are required to pay because "you" are unable to complete work on a covered installation or construction project in accordance with the terms or conditions of the installation or construction contract.
- Coverage Limitation -- "Your" inability to complete "your" installation or construction project on time must be as a direct result of a loss by a covered peril to a covered installation or construction project.
- Limit -- The most "we" pay in any one occurrence for all contractual penalties is \$5,000.
- Earthquake Coverage -- If coverage is indicated on the "schedule of coverages", "we" cover direct physical loss caused by earthquake and volcanic eruption to covered property.
- Flood Coverage -- If coverage is indicated on the "schedule of coverages", "we" cover direct physical loss caused by "flood" to covered property.

Pollutant Cleanup And Removal --

- Coverage -- "We" pay "your" expense to extract "pollutants" from land or water if the discharge, dispersal, seepage, migration, release, or escape of the "pollutants" is caused by a covered peril that occurs during the policy period.
- Time Limitation -- The expenses to extract "pollutants" are paid only if they are reported to "us" in writing within 180 days from the date the covered peril occurs.
- We Do Not Cover -- "We" do not pay the cost of testing, evaluating, observing, or recording the existence, level, or effects of "pollutants".

However, "we" pay the cost of testing which is necessary for the extraction of "pollutants" from land or water.

d. Limit -- The most "we" pay for each location is \$10,000 for the sum of all such expenses arising out of a covered peril occurring during each separate 12-month period of this policy.

5. Sewer Backup Coverage --

- a. Coverage -- "We" cover direct physical loss to a covered installation or construction project caused by:
 - water that backs up through a sewer or drain; or
 - 2) water below the surface of the ground including water that exerts pressure on or flows, seeps, or leaks through or into a covered building or structure.
- b. Limit -- The most "we" pay in any one occurrence for loss caused by sewer backup and water below the surface is \$5,000.

6. Storage Locations --

- a. Coverage -- "We" cover direct physical loss caused by a covered peril to materials, supplies, machinery, fixtures, and equipment that will become a permanent part of "your" installation or construction project while they are at a storage location that is not described on the "schedule of coverages".
- **b.** Limit -- The most "we" pay in any one occurrence for loss to property at a storage location is \$5,000.

7. Testing --

a. Coverage -- "We" cover direct physical loss to covered property caused by a covered peril that results from testing. Testing includes start-up, performance, stress, pressure, or overload testing of materials, supplies, machinery, fixtures, and equipment that will become a permanent part of a covered installation or construction project.

b. Limit -- The most "we" pay in any one occurrence for loss resulting from testing is \$5,000.

8. Transit --

- a. Coverage -- "We" cover direct physical loss caused by a covered peril to materials, supplies, machinery, fixtures, and equipment that will become a permanent part of "your" installation or construction project while they are in transit.
- **b.** Limit -- The most "we" pay in any one occurrence for loss to property in transit is \$5,000.

PERILS COVERED

"We" cover risks of direct physical loss unless the loss is limited or caused by a peril that is excluded.

PERILS EXCLUDED

 "We" do not pay for loss or damage caused directly or indirectly by one or more of the following excluded causes or events. Such loss or damage is excluded regardless of other causes or events that contribute to or aggravate the loss, whether such causes or events act to produce the loss before, at the same time as, or after the excluded causes or events. a. Civil Authority -- "We" do not pay for loss caused by order of any civil authority, including seizure, confiscation, destruction, or quarantine of property.

"We" do cover loss resulting from acts of destruction by the civil authority to prevent the spread of fire, unless the fire is caused by a peril excluded under this coverage.

b. Earth Movement Or Volcanic Eruption --Except as provided under Supplemental Coverages - Earthquake Coverage, "we" do not pay for loss caused by any "earth movement" (other than "sinkhole collapse") or caused by eruption, explosion, or effusion of a volcano.

"We" do cover direct loss by fire, explosion, or "volcanic action" resulting from either "earth movement" or eruption, explosion, or effusion of a volcano.

This exclusion does not apply to covered property while in transit.

c. Flood -- Except as provided under Supplemental Coverages - Flood Coverage, "we" do not pay for loss caused by "flood".

"We" do cover direct loss by fire, explosion, or sprinkler leakage resulting from "flood".

This exclusion does not apply to covered property while in transit.

d. Fungus -- Except as provided under Coverage Extensions - Limited Fungus Coverage, "we" do not pay for loss, cost, or expense caused by or relating to the existence of or any activity of "fungus".

But if "fungus" results in a "specified peril", we cover loss or damage caused by that "specified peril".

This exclusion does not apply to:

- loss that results from fire or lightning; or
- 2) collapse caused by hidden decay.
- e. Nuclear Hazard -- "We" do not pay for loss caused by or resulting from a nuclear reaction, nuclear radiation, or radioactive contamination (whether controlled or uncontrolled; whether caused by natural, accidental, or artificial means). Loss caused by nuclear hazard is not considered loss caused by fire, explosion, or smoke. Direct loss by fire resulting from the nuclear hazard is covered.
- f. Ordinance Or Law -- "We" do not pay for loss or increased cost caused by enforcement of any code, ordinance, or law regulating the use, construction, or repair of any building or structure; or requiring the demolition of any building or structure including the cost of removing its debris.

"We" do not pay for loss regardless if the loss is caused by or results from the:

- enforcement of any code, ordinance, or law even if a building or structure has not been damaged; or
- 2) increased costs that "you" incur because of "your" compliance with a code, ordinance, or law during the construction, repair, rehabilitation, remodeling, or razing of a building or structure, including the removal of debris, following a direct physical loss to the property.
- g. Penalties -- Except as provided under Supplemental Coverages - Contract Penalty, "we" do not pay for loss caused by penalties for non-completion or non-compliance with any contract terms or conditions.

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- h. Sewer Backup And Water Below The Surface -- Except as provided under Supplemental Coverages - Sewer Backup Coverage, "we" do not pay for loss caused by:
 - water that backs up through a sewer or drain; or
 - 2) water below the surface of the ground, including but not limited to water that exerts pressure on or flows, seeps, or leaks through or into a covered building or structure.

"We" do cover direct loss by fire, explosion, or theft resulting from either water that backs up through a sewer or drain or water below the surface of the ground.

This exclusion does not apply to covered property while in transit.

- i. War And Military Action -- "We" do not pay for loss caused by:
 - war, including undeclared war or civil war; or
 - 2) a warlike action by a military force, including action taken to prevent or defend against an actual or expected attack, by any government, sovereign, or other authority using military personnel or other agents; or
 - insurrection, rebellion, revolution, or unlawful seizure of power including action taken by governmental authority to prevent or defend against any of these.

With regard to any action that comes within the "terms" of this exclusion and involves nuclear reaction, nuclear radiation, or radioactive contamination, this War and Military Action Exclusion will apply in place of the Nuclear Hazard Exclusion.

- 2. "We" do not pay for loss or damage that is caused by or results from one or more of the following:
 - a. Contamination Or Deterioration -- "We" do not pay for loss caused by contamination or deterioration including corrosion, decay, rust, or any quality, fault, or weakness in covered property that causes it to damage or destroy itself.

But if contamination or deterioration results in a covered peril, "we" do cover the loss or damage caused by that covered peril.

- b. Criminal, Fraudulent, Dishonest Or Illegal Acts -- "We" do not pay for loss caused by or resulting from criminal, fraudulent, dishonest, or illegal acts committed alone or in collusion with another by:
 - **1)** "you";
 - others who have an interest in the property;
 - others to whom "you" entrust the property;
 - 4) "your" partners, officers, directors, trustees, joint venturers, or "your" members or managers if "you" are a limited liability company; or
 - the employees or agents of 1), 2),3), or 4) above, whether or not they are at work.

This exclusion does not apply to acts of destruction by "your" employees, but "we" do not pay for theft by employees.

This exclusion does not apply to covered property in the custody of a carrier for hire.

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- c. Defects, Errors, And Omissions -- "We" do not pay for loss caused by:
 - an act, defect, error, or omission (negligent or not) relating to:
 - a) design or specifications;
 - b) workmanship or construction; or
 - c) repair, renovation, or remodeling; or
 - **2)** a defect, weakness, inadequacy, fault, or unsoundness in materials.

But if a defect, error, or omission as described above results in a covered peril, "we" do cover the loss or damage caused by that covered peril.

d. Electrical Currents -- "We" do not pay for loss caused by arcing or by electrical currents other than lightning.

But if arcing or electrical currents other than lightning result in a covered peril, "we" do cover the loss or damage caused by that covered peril.

However, this exclusion does not apply to loss resulting from testing as specifically provided under Supplemental Coverages - Testing.

e. Explosion, Rupture, Or Bursting -- "We" do not pay for loss caused by explosion, rupture, or bursting of steam boilers, steam or gas turbines, steam pipes, or steam engines.

This exclusion applies only to loss or damage to the steam boilers, steam or gas turbines, steam pipes, or steam engines in which the loss occurred.

- f. Loss Of Use -- "We" do not pay for loss caused by or resulting from loss of use, delay, or loss of market.
- g. Mechanical Breakdown -- "We" do not pay for loss caused by mechanical breakdown or rupturing or bursting of moving parts of machinery caused by centrifugal force.

But if a mechanical breakdown or rupturing or bursting of moving parts of machinery caused by centrifugal force results in a covered peril, "we" do cover the loss or damage caused by that covered peril.

However, this exclusion does not apply to loss resulting from testing as specifically provided under Supplemental Coverages - Testing.

h. Missing Property -- "We" do not pay for missing property where the only proof of loss is unexplained or mysterious disappearance of covered property, or shortage of property discovered on taking inventory, or any other instance where there is no physical evidence to show what happened to the covered property.

This exclusion does not apply to covered property in the custody of a carrier for hire.

- i. Pollutants -- "We" do not pay for loss caused by or resulting from release, discharge, seepage, migration, dispersal, or escape of "pollutants":
 - unless the release, discharge, seepage, migration, dispersal, or escape is caused by a "specified peril"; or
 - 2) except as specifically provided under the Supplemental Coverages - Pollutant Cleanup and Removal.

"We" do cover any resulting loss caused by a "specified peril".

j. Temperature/Humidity -- "We" do not pay for loss caused by dryness, dampness, humidity, or changes in or extremes of temperature.

But if dryness, dampness, humidity, or changes in or extremes of temperature results in a covered peril, "we" do cover the loss or damage caused by that covered peril.

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- k. Voluntary Parting -- "We" do not pay for loss caused by or resulting from voluntary parting with title to or possession of any property because of any fraudulent scheme, trick, or false pretense.
- I. Wear And Tear -- "We" do not pay for loss caused by wear and tear, marring, or scratching.

But if wear and tear, marring, or scratching results in a covered peril, "we" do cover the loss or damage caused by that covered peril.

WHAT MUST BE DONE IN CASE OF LOSS

- 1. Notice -- In case of a loss, "you" must:
 - a. give "us" or "our" agent prompt notice including a description of the property involved ("we" may request written notice); and
 - **b.** give notice to the police when the act that causes the loss is a crime.
- 2. You Must Protect Property -- "You" must take all reasonable steps to protect covered property at and after an insured loss to avoid further loss.
 - a. Payment Of Reasonable Costs -- "We" do pay the reasonable costs incurred by "you" for necessary repairs or emergency measures performed solely to protect covered property from further damage by a peril insured against if a peril insured against has already caused a loss to covered property. "You" must keep an accurate record of such costs. "Our" payment of reasonable costs does not increase the "limit".
 - b. We Do Not Pay -- "We" do not pay for such repairs or emergency measures performed on property which has not been damaged by a peril insured against.

- 3. Proof Of Loss -- "You" must send "us", within 60 days after "our" request, a signed, sworn proof of loss. This must include the following information:
 - a. the time, place, and circumstances of the loss:
 - **b.** other policies of insurance that may cover the loss;
 - c. "your" interest and the interests of all others in the property involved, including all mortgages and liens;
 - **d.** changes in title of the covered property during the policy period; and
 - **e.** estimates, specifications, inventories, and other reasonable information that "we" may require to settle the loss.
- 4. Examination -- "You" must submit to examination under oath in matters connected with the loss as often as "we" reasonably request and give "us" sworn statements of the answers. If more than one person is examined, "we" have the right to examine and receive statements separately and not in the presence of others.
- 5. Records -- "You" must produce records, including tax returns and bank microfilms of all canceled checks relating to value, loss, and expense and permit copies and extracts to be made of them as often as "we" reasonably request.
- **6. Damaged Property** -- "You" must exhibit the damaged and undamaged property as often as "we" reasonably request and allow "us" to inspect or take samples of the property.
- 7. Volunteer Payments -- "You" must not, except at "your" own expense, voluntarily make any payments, assume any obligations, pay or offer any rewards, or incur any other expenses except as respects protecting property from further damage.
- **8. Abandonment** -- "You" may not abandon the property to "us" without "our" written consent.

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 Cooperation -- "You" must cooperate with "us" in performing all acts required by this policy.

VALUATION

- 1. Actual Cost To Repair, Replace, Or Rebuild -
 - a. The Value Will Be Based On -- The value of covered property will be based on the lesser of the following amounts:
 - The actual cost to repair, replace, or rebuild the covered property with materials of like kind and quality. The actual cost may include material, labor, reasonable overhead and profit, and delivery charges.
 - The amount "you" actually spend to repair, replace, or rebuild the covered property.
 - b. Payment Limitation -- In no event will "we" pay more than the "limit" indicated on the "schedule of coverages".
- 2. Pair Or Set -- The value of a lost or damaged article that is part of a pair or set is based on a reasonable proportion of the value of the entire pair or set. The loss is not considered a total loss of the pair or set.
- 3. Loss To Parts -- The value of a lost or damaged part of an item that consists of several parts when it is complete is based on the value of only the lost or damaged part or the cost to repair or replace it.

HOW MUCH WE PAY

- **1. Insurable Interest** -- "We" do not pay for more than "your" insurable interest in any property.
- 2. Deductible -- "We" pay only that part of "your" loss over the deductible amount indicated on the "schedule of coverages" in any one occurrence.
- 3. Earthquake Period -- All earthquakes or volcanic eruptions that occur within a 168-hour period will be considered a single loss. This 168-hour period is not limited by the policy expiration.
- **4.** Loss Settlement Terms -- Subject to paragraphs **1., 2., 3., 5., 6.,** and **7.** under How Much We Pay, "we" pay the lesser of:
 - a. the amount determined under Valuation;
 - **b.** the cost to repair, replace, or rebuild the property with material of like kind and quality to the extent practicable; or
 - **c.** the "limit" that applies to the covered property.
- 5. Coinsurance -
 - a. When Coinsurance Applies -- "We" only pay a part of the loss if the "limit" is less than the percentage of the value of the covered property that is indicated on the "schedule of coverages".
 - b. How We Determine Our Part Of The Loss
 -- "Our" part of the loss is determined using the following steps:
 - multiply the percent indicated on the "schedule of coverages" by the value of the covered property at the time of loss;

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- 2) divide the "limit" for covered property by the result determined in b.1) above;
- 3) multiply the total amount of loss, after the application of any deductible, by the result determined in b.2) above.

The most "we" pay is the amount determined in **b.3)** above or the "limit", whichever is less. "We" do not pay any remaining part of the loss.

- c. If There Is More Than One Limit -- If there is more than one "limit" indicated on the "schedule of coverages" for this coverage part, this procedure applies separately to each "limit".
- d. If There Is Only One Limit -- If there is only one "limit" indicated on the "schedule of coverages" for this coverage, this procedure applies to the total of all covered property to which the "limit" applies.
- e. When Coinsurance Does Not Apply --Conditions for coinsurance do not apply unless a coinsurance percentage is indicated on the "schedule of coverages".
- 6. Insurance Under More Than One Coverage -If more than one coverage of this policy insures the same loss, "we" pay no more than the actual claim, loss, or damage sustained.
- 7. Insurance Under More Than One Policy -
 - a. Proportional Share -- "You" may have another policy subject to the same "terms" as this policy. If "you" do, "we" will pay "our" share of the covered loss. "Our" share is the proportion that the applicable "limit" under this policy bears to the "limit" of all policies covering on the same basis.

b. Excess Amount -- If there is another policy covering the same loss, other than that described above, "we" pay only for the amount of covered loss in excess of the amount due from that other policy, whether "you" can collect on it or not. But "we" do not pay more than the applicable "limit".

LOSS PAYMENT

- 1. Loss Payment Options -
 - a. Our Options -- In the event of loss covered by this coverage form, "we" have the following options:
 - pay the value of the lost or damaged property;
 - pay the cost of repairing or replacing the lost or damaged property;
 - 3) rebuild, repair, or replace the property with other property of equivalent kind and quality, to the extent practicable, within a reasonable time; or
 - 4) take all or any part of the property at the agreed or appraised value.
 - b. Notice Of Our Intent To Rebuild, Repair, Or Replace -- "We" must give "you" notice of "our" intent to rebuild, repair, or replace within 30 days after receipt of a duly executed proof of loss.

2. Your Losses --

a. Adjustment And Payment Of Loss -"We" adjust all losses with "you". Payment will be made to "you" unless another loss payee is named in the policy.

- b. Conditions For Payment Of Loss -- An insured loss will be payable 30 days after:
 - a satisfactory proof of loss is received; and
 - 2) the amount of the loss has been established either by written agreement with "you" or the filing of an appraisal award with "us".
- 3. Property Of Others -
 - a. Adjustment And Payment Of Loss To Property Of Others -- Losses to property of others may be adjusted with and paid to:
 - 1) "you" on behalf of the owner; or
 - 2) the owner.
 - b. We Do Not Have To Pay You If We Pay The Owner -- If "we" pay the owner, "we" do not have to pay "you". "We" may also choose to defend any suits brought by the owners at "our" expense.

OTHER CONDITIONS

 Appraisal -- If "you" and "we" do not agree on the amount of the loss or the value of covered property, either party may demand that these amounts be determined by appraisal.

If either makes a written demand for appraisal, each will select a competent, independent appraiser and notify the other of the appraiser's identity within 20 days of receipt of the written demand. The two appraisers will then select a competent, impartial umpire. If the two appraisers are unable to agree upon an umpire within 15 days, "you" or "we" can ask a judge of a court of record in the state where the property is located to select an umpire.

The appraisers will then determine and state separately the amount of each loss.

The appraisers will also determine the value of covered property items at the time of the loss, if requested.

If the appraisers submit a written report of any agreement to "us", the amount agreed upon will be the amount of the loss. If the appraisers fail to agree within a reasonable time, they will submit only their differences to the umpire. Written agreement so itemized and signed by any two of these three, sets the amount of the loss.

Each appraiser will be paid by the party selecting that appraiser. Other expenses of the appraisal and the compensation of the umpire will be paid equally by "you" and "us".

- 2. Benefit To Others -- Insurance under this coverage will not directly or indirectly benefit anyone having custody of "your" property.
- 3. Conformity With Statute -- When a condition of this coverage is in conflict with an applicable law, that condition is amended to conform to that law.
- **4. Estates** -- This provision applies only if the insured is an individual.
 - a. Your Death -- On "your" death, "we" cover the following as an insured:
 - the person who has custody of "your" property until a legal representative is qualified and appointed; or
 - 2) "your" legal representative.

This person or organization is an insured only with respect to property covered by this coverage.

b. Policy Period Is Not Extended -- This coverage does not extend past the policy period indicated on the declarations.

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- 5. Misrepresentation, Concealment, Or Fraud --This coverage is void as to "you" and any other insured if, before or after a loss:
 - a. "you" or any other insured have willfully concealed or misrepresented:
 - a material fact or circumstance that relates to this insurance or the subject thereof; or
 - 2) "your" interest herein.
 - b. there has been fraud or false swearing by "you" or any other insured with regard to a matter that relates to this insurance or the subject thereof.
- **6. Policy Period** -- "We" pay for a covered loss that occurs during the policy period.
- 7. Recoveries -- If "we" pay "you" for the loss and lost or damaged property is recovered, or payment is made by those responsible for the loss, the following provisions apply:
 - a. "you" must notify "us" promptly if "you" recover property or receive payment;
 - **b.** "we" must notify "you" promptly if "we" recover property or receive payment;
 - any recovery expenses incurred by either are reimbursed first;
 - d. "you" may keep the recovered property but "you" must refund to "us" the amount of the claim paid or any lesser amount to which "we" agree; and
 - e. if the claim paid is less than the agreed loss due to a deductible or other limiting "terms" of this policy, any recovery will be prorated between "you" and "us" based on "our" respective interest in the loss.
- Restoration Of Limits -- Except as indicated under Limited Fungus Coverage, a loss "we" pay under this coverage does not reduce the applicable "limits".

- 9. Subrogation -- If "we" pay for a loss, "we" may require "you" to assign to "us" "your" right of recovery against others. "You" must do all that is necessary to secure "our" rights. "We" do not pay for a loss if "you" impair this right to recover.
 - "You" may waive "your" right to recover from others in writing before a loss occurs.
- 10. Suit Against Us -- No one may bring a legal action against "us" under this coverage unless:
 - **a.** all of the "terms" of this coverage have been complied with; and
 - b. the suit has been brought within two years after "you" first have knowledge of the loss.
 - If any applicable law makes this limitation invalid, then suit must begin within the shortest period permitted by law.
- 11. Territorial Limits -- "We" cover property while it is in the United States of America, its territories and possessions, Canada, and Puerto Rico.
- **12. Carriers For Hire** -- "You" may accept bills of lading or shipping receipts issued by carriers for hire that limit their liability to less than the actual cash value of the covered property.

ADDITIONAL COVERAGE LIMITATIONS

When Coverage Ceases -- Coverage ends when one of the following first occurs:

- 1. this policy expires or is canceled;
- **2.** the covered installation or construction project is accepted by the purchaser;

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- "your" insurable interest in the covered property ceases;
- **4.** "you" abandon the installation or construction project with no intent to complete it;
- **5.** the installation or construction project has been completed for more than 30 days; or
- **6.** the covered property has been put to its intended use. However, this does not apply to roofs or walls.